



Associations Underwriters, Inc.

&

Ziplow Horse Insurance Agency

LOCAL 410-871-9741

Facsimile 410-871-9748

TOLL FREE 1-800-822-2202

1430 Warehime Road

TOLL FREE 1-800-336-2378

Westminster, MD 21158



BROKER AGREEMENT BETWEEN

ASSOCIATIONS UNDERWRITERS, INC.

1430 Warehime Road
Westminster, MD 21158
410-871-9741 (LOCAL)
1-800-822-2202

AND

BROKER'S STATE PROPERTY &
CASUALTY LICENSE NUMBER

AGENCY NAME

BROKER'S SOC. SEC. OR FED. ID#

STREET ADDRESS

PHONE NUMBERS:

AREA CODE (____) _____ - _____

FAX NUMBER (____) _____ - _____

E-MAIL ADDRESS _____

CITY STATE ZIP

THIS AGREEMENT, made and entered into as of this _____ day of _____, 20 _____ by ASSOCIATIONS UNDERWRITERS, INC., hereinafter referred to as the "Agent" and the above agent or broker, hereinafter referred to as the "Broker".

RECITALS

Broker is a licensed insurance broker and acts on behalf of prospective insureds to obtain insurance for such insureds. Agent is engaged in the business of writing insurance policies and placing insurance with insurance carriers for insurance brokers. The parties are entering into this Agreement for the purpose of setting forth in writing the terms and conditions upon which Broker will submit to Agent applications for policies, and Agent will write and/or place insurance coverages in accordance with such applications, subject, however, to underwriting requirements of insurance carriers.

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

1. The Recitals are hereby made a part of this Agreement.
2. The parties hereby agree that such applications for policies as are submitted by Broker to Agent shall be submitted on the terms and conditions hereinafter set forth and that such insurance as is written and/or placed by Agent for Broker shall be written and/or placed subject to the terms and conditions hereinafter set forth.
3. Broker hereby acknowledges that it is an independent contractor, acting solely on behalf of insureds. Broker covenants that he will not hold himself out or act in any manner whatsoever as an agent of Agent. Broker agrees that this Agreement does not extend to Broker any authority to bind any coverage of insurance on behalf of Agent or on behalf of any insurance company represented by Agent.
4. Agent shall not be bound in any manner whatsoever to accept applications for insurance or place any insurance submitted to Agent by Broker, and the acceptance of such applications or placement of such insurance shall be within the sole and absolute discretion of Agent and insurance carriers represented by Agent.
5. Broker hereby assumes full and sole responsibility for the payment of all advance or deposit premiums and premiums accrued by audit on workers compensation insurance accepted by Agent on behalf of Broker, whether said premiums have or have not been collected by Broker. Premiums shall include all applicable taxes and tax filing fees. The aforesaid premiums and/or return commissions shall be due and payable by Broker upon receipt by Broker, from Agent, of a statement of the said due premiums.
6. Broker shall be responsible for the collection of premiums and agrees to forward to Agent a net check (premiums minus Broker's commission) with each application and/or renewal.
7. Broker agrees to cooperate fully with Agent and the insurance carriers to facilitate the investigation, adjustment, settlement, and payment of any claim when and as requested by the Agent and/or the insurance carriers and under any rules presented to the Broker from time to time.
8. Broker hereby represents and warrants that it is duly licensed and has complied with all applicable laws, rules and regulations concerning the insurance business in each jurisdiction in which it does business and that, at Agent's request, it will furnish written verification that it is so licensed and/or has complied with such laws, rules and regulations.

9. Broker agrees to maintain Errors & Omissions insurance with a minimum limit per incident of \$1,000,000. at all times.
10. Broker covenants to save, defend, indemnify and hold harmless Agent and Agent's employees, officers, directors, agents and independent contractors against and in respect of any and all costs, expenses, losses, damages, judgments and/or settlements, including, but not limited to, reasonable attorneys' fees in an amount not to exceed actual costs incurred, court costs and costs of litigation (i) arising from the assertion against Agent of any claim for payment for performance of any obligation, debt or liability which is not specifically assumed by Agent in this Agreement, (ii) resulting directly or indirectly from any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement of broker, and /or (iii) any and all actions suits or proceedings incidental to the foregoing, except to the extent that Agent has contributed to such liability, loss, costs, damage or expense.
11. Agent covenants to save, defend, indemnify, and hold harmless Broker and Broker's employees, officers, directors, agents (excluding Agent), and independent contractors against and in respect of any and all costs, expenses, losses, judgements and/or settlements, including, but not limited to, reasonable attorneys' fees in an amount not to exceed actual costs incurred, court costs and costs of litigation (i) arising from the assertion against Broker of any claim for payment for performance of any obligation, debt or liability which is not specifically assumed by Broker in this Agreement, (ii) resulting directly or indirectly from any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement of Agent and/or (iii) any and all actions, suits or proceedings incidental to the foregoing, except to the extent that Broker has contributed to such liability, loss, costs, damage or expense.
12. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland whose courts shall have the jurisdiction and the venue to enforce the terms hereof. Any action or proceedings arising out of this transaction shall be brought in the Circuit Court for Baltimore City or the United States District Court for District of Maryland, located in Baltimore, Maryland. All parties hereto consent to and shall be subject to the jurisdiction of such courts.
13. This Agreement represents the entire agreement between the parties and shall not be altered or modified except by a writing duly executed by the parties hereto. This Agreement shall be binding upon the parties hereto and upon their respective successors or assigns. The terms used herein relating to the insurance business shall have meanings ascribed to them according to the custom and usage in the insurance business in the State of Maryland.
14. This Agreement may be cancelled at any time by either party giving 30 days written notice to the other, provided cancellation by Broker shall not affect or relieve Broker of any obligations to Agent which have occurred or accrued prior to the effective date of cancellation.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, under seal,
the day and year first above written.

PLEASE TYPE

AGENT

BROKER

ASSOCIATIONS UNDERWRITERS, INC.
AGENCY NAME

AGENCY NAME

PAUL H COHEN
MANAGER

PRINCIPAL **TITLE**

SIGNATURE

SIGNATURE

WITNESS **DATE**

WITNESS **DATE**