

Baldinger Insurance Services Inc

Program Insurance Specialists

5580 West Flamingo Road Suite #109, Las Vegas NV, 89103

NV Corporate License Number: 3438052

Email: bis@baldingerins.com

Phone Number: 800-877-2348

Website: baldingerins.com

Agreement, made this _____ day of _____, 20 _____, by and between Baldinger Insurance Services Inc, a Nevada corporation, with its office and principal place of business located at 5580 West Flamingo Road Suite #109, Las Vegas, NV 89103, hereinafter referred to Baldinger Insurance Services Inc and _____ a _____, with an office and principal place of business located at _____ herein referred to as the BROKER.

WHEREAS, the broker warrants that the broker holds an insurance brokers license issued by the state of _____, license number _____ currently in force; and

WHEREAS, the broker is desirous of having Baldinger Insurance Services Inc place insurance business with and for acceptance by admitted carriers and/or non-admitted carriers in compliance with the laws, rules and regulations pertaining thereto regarding the placement of such business, and

WHEREAS, broker further certifies that any business which broker shall submit to Baldinger Insurance Services Inc for placement involving persons or property situated in a state other than that of the broker's domicile, will if accepted, be effected only in accordance with the laws, rules and regulations governing such placement and not otherwise; and

WHEREAS, Baldinger Insurance Services Inc agrees to allow broker commission on such business, as, if and when placed, in accordance with the commission schedule on file at the Baldinger Insurance Services Inc office, at 5580 West Flamingo Road Suite #109, Las Vegas, NV 89103 and which is available for inspection during regular business hours.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The foregoing shall not be deemed waived, released, forgiven, nor shall it be deemed a novation if for any reason, upon the failure of the broker to pay the premium as above set forth.
2. Broker agrees to ratably refund to Baldinger Insurance Services Inc commissions on all business placed with Baldinger Insurance Services Inc on cancelled policies or reduced premiums, at the same rate at which such commissions were originally allowed by the broker. Such refund shall be paid to Baldinger Insurance Services Inc within 15 days after broker is advised of the cancellation or reduction adjustment.
3. If the broker shall extend credit to the insured it shall be at the broker's sole risk and premiums shall be paid to Baldinger Insurance Services Inc by the broker when due, whether or not they are collected by the broker.
4. Anything heretofore or hereafter to the contrary now withstanding, in the situation where the premium for a policy or policies, which have been issued, cannot be fully determined in advanced and where an adjustment or determination, after a specific time period, by audit or otherwise, shall have been made, then the amount of such additional premium due shall be paid by the broker to Baldinger Insurance Services Inc within ten, (10) days after such additional amount shall be determined and billed to the broker unless the broker advises Baldinger Insurance Services Inc within ten, (10) days of Baldinger Ins Services Inc billing that amount is in error or uncollectible. If uncollectible, the broker agrees to relinquish any commission for said premium.
5. The parties hereto understand and agree that in no event nor under any circumstance whatsoever, shall this agreement ever be interpreted or construed to the effect that the broker may bind Baldinger Insurance Services Inc or any company or underwriter represented by Baldinger Ins Services Inc.
6. The parties agree that in the event of the termination of this agreement, the broker having accounted for and paid overall premiums for which he/she is or may be liable, the broker's records and use and control of expirations, shall remain the property of the broker and be left in his undisputed possession.
7. All insurance issued by Baldinger Insurance Services Inc on behalf of the broker to insureds, is not subject to flat cancellation. All cancellations, however, at the request of underwriters or insurance companies will be on a pro-rate basis. Cancellations for nonpayment of premium including financed premium and requests by the insured will be cancelled short rate.
8. This agreement shall be interpreted and construed in accordance with the laws of the State of Nevada.
9. This agreement may not be changed or modified unless in writing and signed by the parties hereto.
10. The parties hereto agree that this agreement shall not become effective until accepted by Baldinger Insurance Services Inc and when accepted, shall supersede all previous

broker agreements, whether oral or written, between the parties and the parties agree that this agreement contains all for the contractual arrangements existing between them relative to the broker agent relationship and all other written oral arrangements are deemed to be merged herein.

11. It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth, this agreement shall not be interpreted or construed so as to:

- a) Prevent the broker from executing other or similar arrangements with competitive agents;
- b) Compel Baldinger Insurance Services Inc to accept or place all or any of the business offered to it by the broker.

12. This agreement may be terminated at any time by either party upon ten (10) days written notice to the other party sent by registered or certified mail, return receipt requested. Such termination, however, shall in no way effect the respective rights or liabilities of either party accruing up to the date of termination. Irrespective of termination in accordance, herewith, any subsequent business placed by the broker with the agent shall be deemed to be in accordance with the terms of this agreement as though this agreement was still in full force and effect.

13. The broker warrants and represents to Baldinger Insurance Services Inc that the broker now has in force and effect a valid and binding contract of liability insurance covering the broker for damages occasioned by errors or omissions alleged to have been caused by the broker. Said contract is written with _____, which carrier has its home office at _____, and said contract or policy was issued on and bears No. _____, and expires on _____. The broker further warrants and represents that the premium for said policy has been fully paid and the broker shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this agreement, in limits of not less than \$1,000,000 and Baldinger Insurance Services Inc will do the same.

14. Each party shall indemnify, defend, and hold the other harmless against all liability and damages including, but not limited to, attorney's fees, investigation costs, fines, penalties and/or interesting arising out of, caused by, or resulting from the indemnifying party's actual or threatened failure to comply, in whole or in part, with any applicable statues, rules, regulations or ordinances or arising out of, resulting from, or caused by the indemnifying party's actual or threatened breach of this agreement.

* Please provide separate copies of both your Errors and Omissions (E&O) policy declaration page and your broker's license.

Broker: _____

By: _____
Title

Tax ID Number: _____

**Agreement accepted and effective at Las Vegas, Nevada this _____ day of
_____, 20_____**

Baldinger Insurance Services Inc

By: _____
Title