

# CHAMBER INSURANCE AGENCY SERVICES, LLC INDEPENDENT BROKER AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
by and between Chamber Insurance Agency Services, LLC (hereinafter "Chamber") and \_\_\_\_\_  
\_\_\_\_\_, an insurance agent and / or broker licensed in the State(s)  
of \_\_\_\_\_ (hereinafter referred to as "Broker").

## **I. AUTHORITY**

Broker is granted a non-exclusive right to offer to its clients certain insurance policies and products offered through Chamber, and Broker hereby accepts such appointment, subject to all conditions stated herein. Broker shall not hold himself / herself or itself out as, or foster the impression that he, she or it is, an agent or representative of Chamber with any powers other than as expressly authorized herein.

Broker shall have no authority to act as agent for Chamber or the insurance companies represented by Chamber. Without limiting the foregoing, Broker shall have no authority to (a) make, alter or discharge any contract, or bind Chamber to any promise or agreement; (b) incur any indebtedness, obligation or liability on behalf of Chamber; (c) waive or modify any terms, conditions or limitations of any policy; (d) adjust or settle any claim; or (e) make any representation, offer any advice or consultation, or render opinions or information on behalf of Chamber.

## **II. REPRESENTATIONS AND WARRANTIES**

Broker warrants to Chamber that Broker is, and shall remain at all times during the term of the Agreement, properly licensed to operate as an insurance broker in accordance with applicable state insurance law. Broker further warrants that it shall maintain Errors And Omissions insurance with a policy limit of at least One Million Dollars (\$1,000,000), at all times during the term of this Agreement. When requested by Chamber and in accordance with procedures established by Chamber, Broker will provide evidence from time-to-time of (i) Broker's maintenance in good standing of appropriate license(s) for the state(s) in which Broker may transact business under this Agreement and (ii) the required Errors And Omissions insurance. This evidence may include, but is not necessarily limited to, (i) copies of current agent / broker licenses and (ii) Errors And Omissions insurance policies and (iii) certificates requiring thirty (30) days notice from the insurer to Chamber of cancellation or non-renewal.

## **III. GUARANTEE AND REMITTANCE OF PREMIUM AND APPLICABLE TAXES**

In consideration of Chamber's placing Broker's insurance risks for good and valuable consideration, Broker agrees to guarantee payment to Chamber for all applicable premiums of insurance, and the filing of all applicable taxes, fees and state-required affidavits placed through Chamber for any amounts outstanding. Broker further agrees that such payments are due and payable to Chamber upon the effective date of the policy or endorsement.

## **IV. COMPENSATION**

Commissions paid to Broker shall be as agreed in writing by Broker and Chamber. In consideration of the commissions paid to Broker on all premiums and additional premiums, Broker agrees to remit to Chamber the commissions on all return premiums upon fifteen (15) days notice by Chamber, at the same rate such commissions were originally retained by or paid to Broker.

## **V. SUSPENSION AND TERMINATION OF AGREEMENT**

This Agreement will remain in effect unless suspended or terminated as provided below.

- A. This Agreement may be terminated without cause by either party by providing thirty (30) days notice in writing.
- B. Chamber may suspend Broker or any of its agents, representatives or employees, under this Agreement, as well as Chamber's obligations to perform under this Agreement, in any of the circumstances listed below. Twenty-four (24) hour written notice will be given to Broker of any such suspension by Chamber.
  - 1. During the pendency of any dispute regarding the cause of termination as set forth in this Section V;
  - 2. If Broker or its designated agent, representative or employee:
    - a) Fails to account for premiums;
    - b) Fails to pay premiums when due;
    - c) Exceeds their authority hereunder;
    - d) Fails to comply with insurance company directives or;
    - e) Fails to comply with the terms of this Agreement; or
  - 3. If Broker's license is suspended in any state in which it is required to be licensed for purposes of this Agreement or if Broker's E&O insurance lapses, or is canceled or non-renewed. If any such event occurs, Broker shall notify Chamber within one business day.
- C. This Agreement may be terminated by Chamber as follows:
  - 1. Immediately upon written notice of fraud, abandonment, insolvency, failure to pay balances, willful or gross misconduct of Broker or its agents or representatives, or any other breach of this Agreement by Broker.
  - 2. Immediately and retroactively in the event that Broker fails to maintain adequate and appropriate errors and omissions insurance in accord with Section II. of this Agreement.
  - 3. Immediately upon the termination or revocation of the license of Broker in any state in which it is required to be licensed for purposes of this Agreement, or upon the expiration of sixty (60) days following the suspension of any such license if such suspension continues in whole or in part.
  - 4. Immediately upon written notice if any of the conditions for a suspension under Section V. B. 2. continue and are not cured by Broker within ten (10) days.
- D. During any suspension of Broker under Section VII. B., and / or following any termination of this Agreement by Chamber, Chamber (either itself or through its designee) shall have the right to directly solicit and write renewals and other coverages with and for the clients of Broker insured through Chamber, without obligation to Broker for the payment of commissions, fees or other sums with respect to such renewals or coverages written. In the event of a termination of this Agreement by Chamber due to the failure of Broker to account for and / or pay premiums when due, Chamber's right to directly solicit and write renewals for such clients shall be to the exclusion of Broker, and Broker shall not compete with Chamber for such business.

## **VI. HOLD HARMLESS**

Broker agrees to hold Chamber harmless from any demand or claim advanced against Chamber based upon or arising out of any act, error or omission of Broker, its agents, representatives or employees. Chamber agrees to hold Broker harmless from any demand or claim advanced against Broker based upon or arising out of any act, error or omission of Chamber.

**VII. MISCELLANEOUS**

- A. This Agreement shall not be assigned, delegated or transferred, and Broker shall not have the right to appoint agents or subagents hereunder, without the prior written consent of Chamber.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- C. Each party shall comply with all applicable federal, state and local laws, statutes, orders and regulations in the performance of this Agreement.
- D. No failure by any party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy hereunder shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- E. No amendment of this Agreement shall be binding on any party unless in writing and executed by the duly authorized representatives of all of the parties.

**BROKER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Owner, Officer or Partner)

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

**CHAMBER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Authorized Representative)

Date: \_\_\_\_\_

***This Broker Agreement is to be completed in duplicate. Please sign both copies.  
Return one copy to Chamber and retain the second copy for your records.***