

Agent Profile Form



General Information — Please attach a copy of your company’s letterhead or business card.

Name of Agent		Firm Name	
Address		PO Box	
City	State	Zip Code	
Telephone #	Fax #		
Email Address	Tax ID #		
Years in business	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual		

Principals and Personnel (Active principals — owners, partners, officers)

Individual’s Name	Titles/Responsibilities	% of Ownership

No. of employees _____ No. of producers _____ Agency/Broker contact person _____

Premium Volume

Principal Companies	Approximate Volume	Loss Ratio

Total Volume%: Commercial Lines _____ Habitational _____ Section 8/Low Income _____

Average account size (premium) for habitational business \$ _____

No. of markets currently available for habitational P & C _____

Operations

Agency/Broker has underwriting authority? No Yes

With whom? _____ What amount? _____

Agency/Broker has claims/draft authority? No Yes

With whom? _____ What amount? _____

Other operations: Claims handling Safety & loss prevention Third Party Administrator _____

Does agency or Brokerage have E&O Coverage? No Yes (Attach copy of Declarations page.)

For commission purposes please attach a W9.

Licensing Information — Provide copy of all licenses listed below.

Name on license	SSN/FEIN	Type of License
		<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer <input type="checkbox"/> Agency
		<input type="checkbox"/> Agent <input type="checkbox"/> Broker <input type="checkbox"/> Producer <input type="checkbox"/> Agency

To submit forms electronically click the Submit button. This document will be attached to an email. Use the “Insert attachments button” on the toolbar to add the licenses, copy of E&O and W9 to this email and send.

SUBPRODUCER AGREEMENT

THIS AGREEMENT, effective as of _____, by and between Housing Insurance Services, Inc., a Connecticut corporation (“Company”) located at 189 Commerce Court, Cheshire, CT 06410, and _____, located at _____ (“Broker”).

WHEREAS, Broker seeks to offer risks for placement by Company with various insurance companies for which Company is an appointed agent; and

WHEREAS, Company is willing to consider placing risks properly requested by Broker with such insurance companies.

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

ARTICLE I. AUTHORITY OF BROKER

1. Company hereby recognizes Broker as an insurance broker from whom Company may accept written requests for placement of risks with insurance companies.
2. Subject to the terms of this Agreement, Broker shall:
 - a. solicit applications of insurance; and
 - b. maintain a sufficient staff to perform its duties under this Agreement.
3. Broker has no authority to bind any risk on behalf of Company or any of the insurance companies represented by Company and Company reserves the right to reject any request for placement of a risk from Broker. Company shall review such requests and will in its sole discretion, determine if it will offer the risk for placement with one or more insurance companies.
4. Broker warrants that it shall neither represent itself as an agent of Company or any company represented by Company, nor attempt to exercise any powers other than those expressly granted by this Agreement. Nothing in this Agreement shall be construed as granting Broker any express, implied or apparent agency authority to act on behalf of Company or any company it represents, even in states where Broker must be appointed in order to receive commissions.
5. Company and Broker are each independent contractors and nothing herein shall be construed to create the relation of employer and employee between Company and Broker. The parties acknowledge that their relationship is non-exclusive and that they may contract with other parties.
6. Broker will not refer to Company or use the name, advertising materials or the logo of Company (or any division, subsidiary or affiliate of Company), in any advertisement, letter, circular, pamphlet or other publication or statement without the prior written consent of Company. Broker shall submit a written request, with an actual copy of the marketing material that refers to Company or use of Company’s logo (or any division, subsidiary or affiliate of Company, or that of its parent company), to Company for review, documentation, and prior written consent by Company before the marketing

material can be used by Broker. Company will not be responsible, under any circumstances, for any advertising expense of Broker and Broker will be solely responsible to confirm that any advertisement used by Broker shall comply with the laws and regulations of the jurisdiction in which such advertising occurs or to which it is directed by Broker.

7. All expenses incurred by Broker in connection with the solicitation of insurance or performance of any of its duties herein, or any other expenses of Broker including but not limited to rent, office operations and maintenance, inspection reports, advertising and traveling expenses shall be paid by Broker and not by Company.

8. Broker shall not issue notices of cancellation, nonrenewal or of renewal premium on binders and policies.

ARTICLE II. COMPENSATION OF BROKER

1. Company shall pay Broker, as full compensation for Broker's services with respect to each policy placed by Company and written by an insurance company pursuant to a request from Broker, a commission in an amount to be agreed upon by Company and Broker.

2. Broker shall return to Company commissions on returned premium or uncollected premium.

3. Company shall pay all commissions earned by Broker pursuant to this Agreement on a monthly basis, but Company may offset any amounts outstanding payable by Broker to Company before remitting payment to Broker.

ARTICLE III. AUTHORITY TO COLLECT PREMIUMS

1. Company shall notify Broker whether a policy placed will be billed directly to the insured or whether Broker may collect the premiums directly from the insured and remit such premiums to the Company.

2. For policies to be billed directly to the insured, Broker has no authority to collect or receive premiums. Without limiting the restriction provided in the previous sentence, any premiums collected or received by Broker on business placed by Company and billed directly to the insured shall be immediately remitted by Broker to Company in full.

3. For policies placed by Company to be billed by Broker, Broker agrees to remit to Company the total premium due within time period reflected on broker invoice, or upon binding as required.

4. All funds collected or received by Broker for coverage placed pursuant to this Agreement shall be held in a bank that is a member of the Federal Reserve System. Any such funds held by Broker shall not be used by Broker for any purpose except as may be specifically authorized in writing by Company. Broker may commingle such funds with other funds received by Broker in the operation of its business, provided that such commingling is permitted by law and the premiums so commingled may be readily and reasonably ascertained at all times from the books and records of Broker.

ARTICLE IV. OBLIGATIONS OF BROKER

1. Broker warrants that it is, and shall remain during the term of this Agreement, properly licensed to conduct business in those jurisdictions in which the risks to be submitted for consideration are located and shall provide copies of such licenses to Company upon request. Broker shall comply with all applicable laws and regulations of the subject jurisdictions governing the conduct of business under this Agreement.

2. Broker warrants that it will during the term of this Agreement and until such time as its duties and obligations under this Agreement are fully and completely performed (i) maintain Errors and Omissions Liability Insurance coverage provided by an insurer rated "A" or better by A.M. Best Company with limits of liability of not less than \$1,000,000.00 ("Broker's E&O Coverage"), and (ii) upon request from Company, provide Company with evidence with Broker's E&O Coverage.

3. Broker shall maintain complete, up-to-date and accurate records of all transactions. Company shall have the right, with prior notice and during normal business hours, to examine and audit all relevant records and files of Broker and to make copies as it may deem necessary. This paragraph 3 of Article IV shall survive termination of this Agreement for a period of two (2) years from the date of such termination.

4. Broker shall promptly forward written notice to Company, at the address provided in the introductory paragraph, of all lawsuits or complaints of which it receives notice with respect to risks placed by Company pursuant to this Agreement, and shall cooperate to facilitate the investigation and resolution of all such matters. Broker has no authority to assign losses to be adjusted nor may it negotiate or settle any loss. Broker will report all claims and/or losses to Company as expeditiously as possible.

ARTICLE V. TERMINATION

1. This Agreement may be terminated by either party providing (30) thirty days prior written notice to the other party at the address provided in the introductory paragraph. Broker shall be responsible to Company for all premiums and transactions unaccounted for at the time of termination of this Agreement or arising thereafter.

2. Notwithstanding paragraph 1 of this Article V, the Agreement may be terminated for cause by Company or Broker with immediate effect by giving written notice, mailed by confirmed fax or recognized overnight carrier to the other party specifying the reason for such termination. "Cause" shall be defined as:

- a. Failure to comply with any term or condition or perform any obligation of this Agreement, or of any other agreement or instrument between or among Company or any parent, affiliate or subsidiary of Company or any parent, affiliate or subsidiary of Broker;
- b. The commission of any act of fraud, willful misconduct, or gross negligence; or
- c. A petition is presented or any order is made for the winding up of Company or Broker, or any administrator or administrative receiver is appointed, or if Company or Broker enters into liquidation or passes

any resolution to wind itself up, or either Company or Broker becomes insolvent or unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, or fails to remit balances in accordance with this Agreement.

3. Upon termination of this Agreement, Company's obligation to pay commissions to Broker on in-force policies and risks offered by Broker for placement by Company prior to termination and on which a policy is obtained by Company shall continue until expiration of such policies, provided the policy premiums have been paid to Company by Broker.

4. In the event of termination of the Agreement, Broker will, unless otherwise instructed by Company:

- a. Continue to pay Company, until payment in full, all sums due Company pursuant to this Agreement;
- b. Continue to service all policyholders hereunder referred by Broker until expiration of all such policies, in the same manner and to the same extent required prior to termination;
- c. Cease to request placement of risks by Company; and
- d. Continue to provide to Company, until expiration of all policies hereunder, the records and data set forth in this Agreement.

ARTICLE VI. OWNERSHIP OF EXPIRATIONS AND NON-SOLICITATION

During the term of this Agreement and after any termination or expiration thereof, Broker having promptly accounted for and paid over amounts for which Broker is liable, Broker's records, use and control of expirations, shall remain the property of Broker and be left in the undisputed possession of Broker. "Expirations" means all records and information pertaining to customers, and the right, to the exclusion of Company, to solicit renewals and new business from such insured customers.

ARTICLE VII. INDEMNIFICATION

1. Company shall indemnify and hold Broker, its officers, employees and agents harmless against any and all liability, loss, expense, including reasonable attorneys fees, or claims for injuries or direct damages (not including consequential or punitive damages) arising out of Company's performance of this Agreement, but only in proportion to and to the extent such liability, loss or expense, attorney fees, or claims for injury or direct damages are caused directly by or result from the negligent or intentional acts or omissions of Company its officers, employees or agents.

2. Broker shall indemnify and hold Company, its officers, employees and agents harmless against any and all liability, loss, expense, including reasonable attorneys fees, or claims for injuries or direct damages (not including consequential or punitive damages) arising out of Broker's performance of this Agreement, but only in proportion to and to the extent such liability, loss or expense, attorney fees, or claims for injury or direct damages are caused directly by or result from the negligent or intentional acts or omissions of Broker, its officers, employees or agents.

3. Both parties agree that the party seeking indemnification will provide the other party written notice within thirty (30) days of receiving notice of a claim potentially giving rise to indemnification hereunder and will provide the other party an opportunity to control the defense of such claim. Notwithstanding the foregoing, the indemnifying party shall not make any settlement of any claim on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed; provided that such consent shall not be required if the terms of such settlement involve only the payment of monetary damages and such settlement includes an unconditional release of the indemnifying party and its affiliates. Without limiting the generality of the foregoing, it shall not be deemed unreasonable to withhold consent to a settlement involving consideration or relief other than the payment of money.

ARTICLE VIII. DISPUTE RESOLUTION

1. Either party may request a meeting or telephone conference to discuss any controversy or claim arising out of or relating to this Agreement, or the alleged breach of any term, condition, or obligation by providing written notice to the other party concerning the existence of such claim or controversy. The issue may, upon the mutual consent of all parties, be submitted to non-binding mediation under the supervision of the American Arbitration Association if (i) a meeting or conference cannot be arranged within ten (10) days of the date of such written request, or (ii) following such meeting or conference the controversy, claim or breach is not resolved to the satisfaction of the parties. In the event that mutual consent to mediation shall not be obtained within thirty (30) days of written notice from any party to the other concerning the existence of a claim or controversy, the application of this paragraph shall be null and void.

2. Any controversy or claim of either of the parties arising out of or relating to this Agreement, or the breach of any term, condition or obligation, which is not resolved by non-binding mediation, shall be settled by final and binding arbitration before one (1) arbitrator agreed to by the parties under and governed by the Commercial Arbitration Rules of the American Arbitration Association to be held in the State of Connecticut, and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. The arbitrator shall be (i) a present or former insurance industry executive, or (ii) practicing lawyer, with experience in the relationship and dealings of insurance and insurance producers. If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed as provided in the Commercial Arbitration Rules of the American Arbitration Association.

3. All expenses related to the mediation or arbitration, including reasonable attorneys fees, costs and expenses (together "Costs"), shall be apportioned between the parties based on the comparative award/loss granted by the mediator or arbitrator (e.g., if an award is split between the parties with 80% of the total award to one party and 20% to other the Costs will be split between the parties 80%/20%. A party ordered to pay 100% of an award shall pay 100% of the Costs.).

ARTICLE IX: GENERAL PROVISIONS

1. The failure of Company or Broker to insist on strict compliance with this Agreement or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

2. If any provision of this Agreement is determined to be invalid under or in conflict with the laws or regulations of any jurisdiction, the remainder of this Agreement shall not be affected by said invalidity or conflict.

3. Neither this Agreement nor any of the commissions or benefits hereunder may be pledged, assigned or transferred, either in whole or in part, without the prior written consent of the non-assigning party.

4. This Agreement may be amended only by a written agreement executed by both Company and Broker.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflicts of laws principles.

6. This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements, arrangements and understanding between the parties, where oral or written, with respect to its subject matter.

7. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning thereof.

8. If there is any contradiction or inconsistency between the provisions of this Agreement and another agreement executed by Company and Broker then the provisions of this Agreement will govern and supersede those of the other with respect to all of the placement of risks requested by Broker.

9. Broker shall at all times comply with all reasonable instructions it may receive from time to time from Company relating to this Agreement and the business contemplated herein.

10. This Agreement may be executed in multiple counterparts which together shall constitute a single instrument.

11. Paragraph 7 of Article I, all of Article III, paragraphs 3 and 4 of Article IV, paragraph 4 of Article V and all of Articles VI and VII shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first written above.

HOUSING INSURANCE SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

Broker: _____

By: _____

Name: _____

Title: _____

Date: _____