



## **CHRIS-LEEF GENERAL AGENCY, INC. BROKER/AGENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
Between Chris-Leef General Agency, Inc., P.O. Box 3747, Shawnee Mission, KS 66203-0747  
(A Managing General Agency and/or Insurance Broker hereinafter "Company"), and  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_ (hereinafter "Broker/Agent").

The term "Broker/Agent" as used herein, is specifically defined to mean the agent of the Insured or the Applicant for Insurance (hereinafter collectively referred to as "Insured"). As representative of the Insured, the "Broker/Agent" referred to in this Agreement is deemed to act solely on behalf of the Insured and is not an agent of the Company.

The Broker/Agent warrants that the Broker/Agent holds an Insurance license by the state of \_\_\_\_\_, License # \_\_\_\_\_.

**FOR GOOD AND VALUABLE CONSIDERATION, IT IS MUTUALLY UNDERSTOOD  
AND AGREED AS FOLLOWS:**

1. The Company agrees to give consideration to proposals and applications for Insurance as submitted by the Broker/Agent.
2. Subject to the other provisions of this Agreement, the Broker/Agent is authorized to receive and accept proposals for insurance; to collect, receive and receipt for premiums on such business tendered by the Broker/Agent and accepted by the Company, and to retain commissions on our premiums so collected, as full compensation for business placed with the Company.

### **STATUS OF BROKERAGE/AGENT**

3. The Broker/Agent warrants that they are properly licensed to transact business as an agent or broker in accordance with the provisions of insurance laws of any state in which the Broker/Agent transacts such business. The Broker/Agent will provide evidence, in accordance with procedures established by the Company of license(s) as an agent and/or

broker for the state(s) in which the Broker/Agent office(s) is (are) located. This evidence may include copies of renewal Broker/Agent licenses.

4. The Broker/Agent understands and agrees that it is neither an agent nor representative of the Company nor of any insurer or other company used by or represented through the Company. The Broker/Agent agrees not to imply or represent otherwise.
5. The Broker/Agent understands and agrees that no authority is granted to the Broker/Agent to bind the Company or those insurers represented by the Company, on any contract of insurance.
6. The Company shall not be responsible for any Broker/Agent expense.

#### PREMIUM AND PAYMENT

7. Collection, accounting and payment of premiums written by or through the Broker/Agent shall be the responsibility of the Broker/Agent and the Broker/Agent agrees to pay to the Company the net premium whether or not the premium has been collected by the Broker/Agent from the insured. With respect to this Agreement, net premium shall be defined as gross premium, plus fees and taxes, less any applicable commissions.
8. The Broker/Agent shall be responsible for payment of premium. The Broker/Agent shall be primarily liable to the Company for the full amount of the premiums less commission, including but not limited to additional premiums developed under audits or retrospective penalties, on every insurance contract placed. Premium will be due and payable as indicated in the invoice and may vary based upon the credit terms of the issuing company. Otherwise, premiums are remitted no later than the 15<sup>th</sup> day of the first succeeding month after the effective date of such contract.
9. If the Broker/Agent advances premiums on behalf of clients, the Broker/Agent therefore assumes full responsibility.
10. The Company shall prepare itemized statements of money due monthly.
11. The omission of any item(s) from a monthly statement shall not affect the responsibility of either party to account for and pay all amounts due to the other, nor prejudice the rights of either party to collect all such amounts due from the other.
12. The Company shall have access at all reasonable times to the Broker/Agent's books and records for the purpose of determining any fact relating to money due the Company on business placed by the Broker/Agent.
13. The Broker/Agent acknowledges that coverages affected by the Company at the request of the Broker/Agent are not subject to flat cancellations. All policies are subject to a minimum earned premium.

14. The Broker/Agent shall promptly refund the Company commissions on cancelled liability and on reductions or refunds in premiums, in each case at the same rate at which such commissions were paid.
15. Should the Broker/Agent not make payment to the Company, the Company may then seek legal release through the system; should this happen, the Broker/Agent will forfeit all commissions earned on any unpaid policies including any additional premiums from audit or endorsement and will be responsible for payment of court costs and legal fees.

#### TERMINATION OF AGREEMENT

16. The Agreement shall terminate automatically, without notice, in the event the Broker/Agent's license or authorization to engage in an insurance business is terminated or suspended by any public authority or process of law.
17. The Agreement shall terminate automatically on the effective date of the sale or transfer of the Broker/Agent's business or its consolidation with a successor firm, unless a prior written consent for such change is obtained from the Company.
18. The Agreement shall terminate immediately upon either party giving notice to the other in the event of abandonment, insolvency, bankruptcy, or gross or willful misconduct on the part of such other party.
19. The Agreement may be terminated by either party upon written notice to the other mailed or delivered not less than thirty (30) days in advance of the effective date of termination, subject to the provision of law requiring longer notice.
20. In the event of termination by either party, the outstanding unexpired contracts of the insurance shall be continued in force, subject to the Company's normal underwriting standards, and the Company and the Broker/Agent shall continue to comply with the terms of this Agreement to permit the orderly servicing of such contracts of insurance until their expiration or termination, providing that the Broker/Agent pays all additional premiums due on any existing business or business written prior to cancellation of the Agreement.

#### HOLD HARMLESS

21. The Broker/Agent agrees to hold the Company harmless from any and all claims, suits, damages and all other expenses (including attorney fees and expenses) arising out of, or resulting from any breach by the Broker/Agent of this Agreement, any misrepresentation by the Broker/Agent relating directly or indirectly to policies written by the Broker/Agent and any error or omission by the Broker/Agent relating to any insurance covered by this Agreement.

22. The Company agrees to hold the Broker/Agent harmless and indemnify the Broker/Agent from any and all claims, suits, damages and all other expenses (including attorney fees and expenses) arising out of, or resulting from any breach by the Company of this Agreement, any misrepresentation by the Company relating to this agreement and any error or omission by the Company relating to this Agreement.
23. The Broker/Agent agrees to be responsible for the acts or omission of any person who may be employed or associated with the Broker/Agent, including any person licensed or appointed by the Company at the request of the Broker/Agent, as fully as though said acts or omissions were performed by the Broker/Agent.
24. The Broker/Agent warrants and represents that it has in force Errors & Omissions coverage with a limit of occurrence of \$1,000,000 as a minimum. A certificate as evidence of such coverage is transmitted contemporaneously herewith. The Broker/Agent agrees to maintain this coverage throughout the duration of the contract.
25. The Broker /Agent agrees that any policy forms are their responsibility to review with their insured and not the Company's. However, the Company is mandated to provide any forms requested by the Broker/Agent in a timely manner.

#### GENERAL CONDITIONS

26. This Agreement supersedes any and all previous Agreements, including Amendments thereto, whether oral or written, between the Company and the Broker/Agent.
27. This Agreement may be amended or revised only in writing accepted by both the Broker/Agent and the Company.
28. This Agreement shall not extend to the benefit of any successor in interest of the Broker/Agent nor may any interest under this Agreement be assigned by the Broker/Agent without the prior written consent of the Company, but such consent shall not be unreasonably withheld.
29. The Broker/Agent is an independent contractor. Neither the term "Agent" nor anything contained herein, nor any of the rules, regulations or practices of the Company shall be construed as creating the relationship of employer and employee between the Company and the Broker/Agent.
30. No failure of the Company to insist on strict compliance with this Agreement, or to exercise any right under it, shall be a waiver of said rights.
31. The Agent/Broker shall immediately notify the Company or its or his/her representative as specified in writing by the Company of all claims, suits and notices of loss and agree to cooperate fully with the Company to facilitate the investigation, adjustment, settlement, and/or payment of any claims.

32. The Agent/Broker shall not advertise, circulate, or use any circular in any way mentioning the name of the Company or any of its affiliate corporations without obtaining, in writing, the Company's prior approval.

#### GOVERNING LAW

33. The provisions of this Agreement are to be construed in accordance with the law of the State/Commonwealth of Kansas; suits against the Company may only be brought in the State/Commonwealth of Kansas.

#### CONFORMITY TO STATUTE

34. Should any provision in this Agreement be deemed to be in conflict with state or local laws or regulations, such provision is hereby amended to conform to said law or regulation, without abrogating the remainder of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, the day and year set forth above:

CHRIS-LEEF GENERAL AGENCY, INC.

AGENCY OWNER

By: \_\_\_\_\_  
Name/Title

By: \_\_\_\_\_  
Name/Title