

CRAWLEY WARREN INSURANCE SERVICES, INC. BROKER'S AGREEMENT

This Agreement, effective the ____ day of _____, 200__, is made by and between Crawley Warren Insurance Services, Inc. and _____ (herein after referred to as "Broker").

It is hereby agreed between Crawley Warren Insurance Services, Inc. and the Broker the following:

AUTHORITY

The Broker is and will act as agent or broker for the applicant for insurance and is not and will not act as an agent, subagent or broker for Crawley Warren Insurance Services, Inc.

The Broker will submit accurate completed, signed, original policy applications and all other documentation necessary to process the application.

The Broker has no authority to bind an insurer or Crawley Warren Insurance Services, Inc., or commit to or issue binders, policies, contracts, Certificates of Insurance or other written evidence of insurance.

The Broker has no authority to make, alter or vary any terms of coverage or to extend the time for payment, or change the amount, or any premium or deposit, or incur any liability for Crawley Warren Insurance Services, Inc.

The Broker will be properly licensed in the State in which the business is produced and will be properly insured against errors and omissions. The Broker will provide documentation of required state licenses and errors and omissions insurance upon the request. If the Broker fails to provide the requested documentation, this agreement may be terminated by Crawley Warren Insurance Services, Inc.

The Broker will not broadcast, publish or distribute any advertisement or other material referring to Crawley Warren Insurance Services, Inc. or its insurers without first securing written approval.

PREMIUM

The Broker will, on behalf of Crawley Warren Insurance Services, Inc., collect premiums, taxes and fees for policies not issued on direct bill.

If Agency Bill is elected, the Broker assumes full responsibility for and agrees to pay all premiums, taxes and fees owed, whether or not collected by the Broker from the Insured. The premium will be paid within thirty days of invoice date. The Broker will accept the Crawley Warren Insurance Services, Inc. monthly billing statement, which will be sent to the Broker after the end of each calendar month. The statement will include a listing of all invoices issued to the Broker that have not been settled in full as of the end of the prior month.

The full amount of premiums collected by the Broker on direct billed policies will be submitted to Crawley Warren Insurance Services, Inc. within five days of receipt.

COMMISSIONS

Crawley Warren Insurance Services, Inc. will compensate the Broker as specified in the Broker Commission Addendum for all policies that result in a fully collected premium. This compensation will be payment in full for all services rendered by the Broker on behalf of Crawley Warren Insurance Services, Inc.

The commission will be determined solely as a percentage of premiums paid on insurance written by the Broker and collected . No commissions will be paid on policies that do not result in fully collected premiums, taxes and fees.

The Broker will pay a return commission at the same rate on any return premiums, including but not limited to return premiums, whether or not the Broker has collected the premium. Any commission payable to the Broker will be offset by commissions due the Broker.

Crawley Warren Insurance Services, Inc. has the right to change the agreed upon Commission Agreement upon written notice to the Broker.

CLAIMS

The Broker agrees to immediately notify Crawley Warren Insurance Services, Inc. of all claims, suits and notices of loss. The Broker further agrees to cooperate fully with insurers and Crawley Warren Insurance Services, Inc. to facilitate the investigation and adjustment of any claim when requested and in the manner requested.

TERMINATION

This Agreement will remain in force until terminated. Either party may terminate this Agreement upon thirty days written notice.

In the event of fraud or material breach of any of the conditions or provisions of this Agreement on the part of either party, the other party may terminate this Agreement immediately upon written notice.

This Agreement will terminate immediately without notice in the event that any public authority cancels or declines to renew the Broker's license or if the Broker becomes insolvent, becomes financially unable to perform its obligations hereunder (as determined by Crawley Warren Insurance Services, Inc. in its good faith discretion), files for bankruptcy protection, has a receiver appointed over any of its assets, or makes any assignment for the benefit of its creditors.

Upon termination, all business produced by the Broker will remain in full force and effect until the natural expiration or prior cancellation of such business, and will be subject to all terms and conditions of this Agreement.

This Agreement will not extend to the benefit of any successor in interest of the Broker, nor may any interest under this Agreement be assigned by the Broker without the prior written consent of Crawley Warren Insurance Services, Inc. However, such consent will not be unreasonably withheld.

INDEMNITY

The Broker is not an employee of Crawley Warren Insurance Services, Inc., but is an independent contractor.

The Broker agrees to indemnify Crawley Warren Insurance Services, Inc. for any fines or penalties assessed against Crawley Warren Insurance Services, Inc. by government authorities arising solely as a result of the actions, inactions or transactions of the Broker or parties affiliated with or under the direction of the Broker. The Broker will provide immediate repayment to Crawley Warren Insurance Services, Inc. for any liability incurred by reason of the foregoing.

Crawley Warren Insurance Services, Inc. agrees to indemnify the Broker for any fines or penalties assessed against the Broker by government authorities arising solely as a result of the actions, inactions or transactions of Crawley Warren Insurance Services, Inc. or parties affiliated with or under the direction of Crawley Warren Insurance Services, Inc. Crawley Warren Insurance Services, Inc. will provide immediate repayment to the Broker for any liability incurred by reason of the foregoing.

The Broker will maintain, at its own expense, Errors and Omissions insurance with a minimum of \$1,000,000 each claim, \$2,000,000 aggregate. In the event the Broker purchases a combined single limit policy, the minimum will be \$2,000,000.

GENERAL PROVISIONS

This Agreement and the obligations contained herein will be interpreted in accordance with the laws of the State of California. If any provision of this Agreement is deemed invalid or unenforceable, the remainder of the provisions and of this Agreement will not be affected and will be enforced to the fullest extent permitted by law.

This Agreement supercedes and voids all previous agreements, written or oral, existing between Crawley Warren Insurance Services, Inc. and the Broker for the insurance subject to this agreement.

Full Business Name: _____ Crawley Warren Insurance Services, Inc.

Address: _____ By: _____

City, State, Zip: _____ Signature/Title: _____

By: _____
Please print

Authorized Signature: _____ Date: _____

Title: _____

Date: _____

TAX ID#: _____
Applicable SSN or FEIN

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Product Commission Schedule

<u>Homeowners</u>	<u>Dwelling Property</u>	<u>Personal Umbrella</u>
Lloyd's	Lloyd's	Navigators
12.5% New Business 12.5% Renewals	12.5% New Business 12.5% Renewals	10.0 New Business 10.0 Renewals
Lexington	Lexington	
10% New Business 10% Renewals	10% New Business 10% Renewals	

Scheduled Property Floaters

Open Market

Lloyd's	
7.5% New Business	New Business: Negotiated at time of placement
7.5% Renewals	Renewals: Negotiated at time of placement

Commercial Lines

New Business	Negotiated at time of placement
Renewals	Negotiated at time of placement

This schedule is a part of the Crawley Warren Insurance Services, Inc. Broker's Agreement.

Understood and Agreed by:

Agency	Crawley Warren Insurance Services, Inc.
Name: _____	Name: _____
Title: _____	Title: _____
Signed: _____	Signed: _____

Agency Contact information:

Broker/Agency: _____
Address: _____
Phone Number: _____