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## **BROKERAGE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between Viacomp Inc., hereinafter referred to as Viacomp, Inc.

In consideration for Viacomp, Inc. placing risks for \_\_\_\_\_  
(Hereinafter referred to as BROKER) with an insurer or insurers, and for the mutual promises and covenants set out, it is agreed that:

1. BROKER warrants that he or she is properly licensed to solicit and accept the applicable insurance business and, employees that may be contracted for or hired by BROKER to service the accounts are licensed, in accordance with the rules and regulations of the Department of Insurance in the State in which the BROKER does business. BROKER is required to provide a copy of their license to Viacomp Inc. when returning this Agreement. In addition, BROKER agrees to promptly notify Viacomp Inc. of any suspension, disciplinary action or cancelation against BROKER'S license.
2. BROKER warrants that Errors & Omissions, and other insurance coverage, will be maintained during the term of this Agreement. BROKER is required to provide a copy of the Declaration Page from BROKER'S current Errors & Omissions policy when returning this Agreement, and anytime thereafter upon request by Viacomp Inc. BROKER will promptly notify Viacomp Inc. of any cancelation, termination or material change of this coverage.
3. BROKER agrees to hold Viacomp, Inc. harmless and indemnify Viacomp, Inc. with regard to any claims that may arise as a result of BROKER's errors or omissions. Such indemnification shall include reasonable attorneys and other professional fees.
4. BROKER is an Independent Contractor, and as such is solely responsible for reporting and paying any and all taxes relative to income which may be derived from this Agreement.
5. BROKER shall be primarily liable to Viacomp, Inc. for the full amount of premium and all applicable surcharges, taxes and fees (less commission) including additional premiums developed as a result of risks and retrospective penalties on every insurance contract placed by Viacomp, Inc. for BROKER.
6. BROKER will remit deposit payments plus any taxes and fees immediately upon obtaining binding coverage with Viacomp, Inc. Any failure to submit deposit will be cause for immediate termination of this Agreement.

7. All policies financed by premium finance companies are subject to the rules and regulations of the carrier writing the coverage. Viacomp, Inc. will use its good faith efforts to notify BROKER of any cancellation or non-renewal notice received for BROKER's customers. BROKER agrees to hold Viacomp, Inc. harmless and indemnify regarding any disputes which may arise because of any failure to notify BROKER of any such cancellation or non-renewal. Such indemnification shall include reasonable attorneys fees and other professional fees.
8. Within 15 days of receipt of return premium invoice, in consideration of the commission allowed to BROKER on all premiums and additional premiums, BROKER agrees to return to Viacomp, Inc. any unearned commission, including return premiums resulting from any audits, endorsements or cancellations. Commission is not paid on accounts or policies in cancellation status or collection, or if BROKER has filed a BOR.
9. No insurance contract may be returned to Viacomp, Inc. by BROKER for flat cancellation unless returned prior to inception date of contract. Earned premiums shall be computed and charged on every contract cancelled after inception in accordance with provisions of the insurance contract.
10. BROKER is not the agent of, and has no authority to bind Viacomp, Inc. or any other of its principals or related entities. BROKER is not authorized to issue any binder for any insurance policy or contract placed for BROKER by Viacomp, Inc.
11. BROKER is considered the only representative of the insured or insureds for whom business is placed. In the event of a change of BROKER for the coverage already in place, an Authorization for Change of Broker Representative must be completed and forwarded to Viacomp, Inc.

TAX I.D.# \_\_\_\_\_

Corp.    LLC    Individual    Partnership    Other

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

THIS AGREEMENT shall apply to current policies already placed and in force, and all future policies which may be placed by Viacomp, Inc. for the BROKER. This agreement may be terminated at any time by 5 days written notice of either party to the other, but termination of this Agreement will not affect continued application of this Agreement to any insurance policies in effect prior to the date of termination.

BROKER

\_\_\_\_\_  
Broker Witness

\_\_\_\_\_  
Signature of BROKER

\_\_\_\_\_  
Print Name of BROKER

VIACOMP INC.

\_\_\_\_\_  
Viacomp Witness

BY: \_\_\_\_\_  
Viacomp Authorized Representative

DATED: \_\_\_\_\_