

ARGENIA, LLC

P.O. BOX 17370, LITTLE ROCK, AR 72222
11524 FAIRVIEW ROAD, LITTLE ROCK, AR 72212
PHONE 501-227-9670 / WATTS 1-800-482-5968 / FAX 501-227-8105
WEBSITE: www.argenia.com

Dear Broker:

Attached is a Brokerage Agreement which needs to be completed and returned to our office in order to place business with our company. Please complete the top portion of the Agreement by filling in the date, name of your agency, your mailing address and State in which you are licensed (for policies written through our company). On the second page of the Agreement, complete the "Broker" section (date, firm name, Owner/President signature and have it signed by a witness). Also, we need the information below completed and returned along with the Brokerage Agreement. Please include a copy of your E & O policy along with a copy of your license.

- Agency Name _____
- Mailing Address _____

- Street Address _____

- Agents License # _____
- Social Security or Federal ID # _____
- Individual or Corporation _____
- Telephone # _____
- Fax # _____
- Email _____

Your cooperation in this matter will be appreciated.

Sincerely,
Argenia, Inc

BROKERAGE AGREEMENT

This brokerage Agreement made on this the _____ day of _____, _____ by and between _____ located at _____ a duly licensed agent of the State of _____ hereinafter referred to as “BROKER”, and Argenia, LLC. hereinafter referred to as “AGENT” or “GENERAL AGENT”.

In consideration for AGENT placing risks from time to time for BROKER with an insurer; or insurers, and for the mutual promises and covenants hereinafter set out, it is agreed as follows:

- (1) AGENT promises that it will exert its best efforts to place with an insurer, or insurers, such risks as may be submitted by BROKER to AGENT for placement.
- (2) BROKER shall be liable to AGENT for the full amount of premium, less any applicable commission, and including any surplus lines tax or policy fees where applicable, on every insurance contract placed for BROKER. Such premiums, taxes, and policy fees shall be due and payable by BROKER to AGENT from the inception date of the policy or binder assumed by the insurer and are to be paid to AGENT in accordance with invoice(s) rendered unless otherwise agreed. Such agreement must be in writing.
- (3) The BROKER will remit to AGENT all premiums, whether collected or not, in accordance with the following. All remittances will be made on the basis of cash with application except where prior written agreement for Account current privileges has been given, in which case the following terms apply:
 - a. All premiums accruing hereunder, less BROKER’S commission, shall be paid to AGENT within fifteen (15) days from the end of the month for which the account current was rendered, such payment being made according to the AGENT’S statement.
 - b. Return Commissions: In consideration of the commissions allowed BROKER on all premiums, BROKER agrees to pay AGENT the return commissions on all return premiums at the same rate and under the same terms at which such commissions were originally allowed by AGENT within ten (10) days from close of the month for which the account was rendered.
- (4) No insurance policy may be returned to AGENT by BROKER for flat cancellation unless it is returned prior to the inception or effective date of such policy. Earned premiums shall be computed and charged on every policy cancelled after the inception date in accordance with the cancellation provisions of such policy.
- (5) BROKER has no authority to handle or to assign claims in behalf of AGENT. BROKER does have the responsibility to immediately, upon his knowledge of a claim, report the occurrence of a claim to AGENT.
- (6) BROKER has no authority to issue any binding statement on behalf of AGENT or any insurer or insurers represented by AGENT. No act or statement of BROKER shall commit AGENT or any insurer or insurers represented by AGENT unless BROKER shall first have received prior written approval from AGENT.
- (7) Notice to BROKER of a claim, change in risk, or any other change or notice effecting an application, policy of insurance, claim for coverage or other matters does not constitute notice to AGENT or the insurer, or insurers represented by AGENT.

- (8) **BROKER is not the employee, agent, or authorized representative of AGENT or of any other insurer or insurers represented by AGENT and is the agent of any applicants for insurance or insureds with whom BROKER accepts applications and/or premiums.**
- (9) **BROKER Covenants, agrees and promises to take no action which would mislead or misrepresent the scope of BROKER's authority or in any way suggest that BROKER had any authority which is not clearly set forth in the present brokerage agreement.**
- (10) **BROKER acknowledges and agrees it shall be the sole responsibility of Broker to obtain and maintain all licenses necessary to place risk with AGENT, including but not limited to any specific Broker license required by various states.**
- (11) **Broker hereby agrees to indemnify, hold free and harmless and defend AGENT, it employees, or the insurer or insurers represented by AGENT against any and all losses, suits, liabilities, claims, administration expenses, regulatory expenses, litigation expenses, court cost, attorney fees, and/or other obligations of whatever nature as a result of the acts or omissions of BROKER, whether negligent or willful, including but not limited to any actions in violation of this agreement or which exceed BROKER's authority.**
- (12) **BROKER having accounted for and remitted all premiums due on policies issued in behalf of BROKER by AGENT, then BROKER's records, use and control of expirations and rights to the renewals shall remain the property of BROKER and be left in his undisputed possession. However, if the BROKER does not account for or remit all premiums due, all rights to records, use and control of expirations, and rights to renewals, shall become the property of AGENT.**
- (13) **This Agreement shall be governed by the laws of the State of Arkansas**
- (14) **This Agreement can only be amended in writing and signed by both parties.**

This agreement shall be effective on the ____ day of _____, 20____, and shall apply to all current policies previously placed and in force as of that date. This Agreement supersedes and replaces any previous Agreement which may have been entered into by BROKER and AGENT. This Agreement may be cancelled at any time by written notice of either party to the other, but said cancellation shall not alter in any way continued application of the Agreement to insurance policies placed prior to the date of such cancellation.

Signed this ____ day of _____, 20____

WITNESSED:

By: _____
ARGENIA, LLC.

SIGNED this ____ day of _____, 20____

BROKER: _____
Firm Name

WITNESSED:

By: _____
Signature & Title