



*Thank you for choosing to do business with Argenia, LLC where Service is our #1 priority. We hope that you will take advantage of all of Argenia's great new products and superior service. Please feel free to contact us with any questions or comments that you may have. We look forward to working with you.*

To begin quoting online please email [info@argenia.com](mailto:info@argenia.com) or fax (501)227-8105 the following items to immediately receive your login ID & password.

- 1. Broker Information (this form) & Signed Broker Agreement (attached)**
- 2. Copy of Insurance License**
- 3. Declarations Page of Agent E & O**

If you have any questions please contact us at (800)482-5968 or email [info@argenia.com](mailto:info@argenia.com)

## Broker Information

Agency Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Social Security or Federal ID# \_\_\_\_\_

Select One: Individual or Corporation

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Main Email # \_\_\_\_\_

Additional Agents (Please list Name & Email)

Name: \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_

Name: \_\_\_\_\_ Email \_\_\_\_\_

## BROKERAGE AGREEMENT

WHEREAS \_\_\_\_\_ (“Broker”) acts as an agent of Broker’s Principal for the procurement of insurance;

WHEREAS Argenia, LLC (“Agent”) acts as an agent for various providers of insurance;

THEREFORE, in consideration of Agent placing risks from time to time submitted by Broker with an insurer, Agent and Broker agree as described in this Brokerage Agreement.

### I. DEFINITIONS

Unless the context clearly requires otherwise, the following terms shall apply uniformly throughout this Agreement.

1. Agent. “Agent” shall mean Argenia, LLC.
2. Agreement. “Agreement” shall mean this Brokerage Agreement.
3. Broker. “Broker” shall mean the agent of the Broker’s Principal.
4. Broker’s Principal. “Broker’s Principal” shall mean a respective applicant for insurance or insureds on whose behalf Broker accepts applications and/or premiums.
5. Inception Date. “Inception Date” shall mean the date on which an insurance policy's coverage effectively begins.
6. Notice Contact. “Notice Contact” shall mean either the email address [malexanderjr@argenia.com](mailto:malexanderjr@argenia.com) or the fax number (501) 227-8105, or any other means of receiving messages that Agent has in writing represented to Broker is a Notice Contact.

### II. PERFORMANCES OF PARTIES

1. Agent’s performances under this Agreement are contingent upon Agent’s receipt of a written statement, signed by Broker’s Principal, indicating that Broker’s Principal acknowledges that Broker has no authority to bind a policy of insurance.
2. Upon submission by Broker to Agent of a risk, Agent shall use its best efforts to place with an insurer, or insurers, such risks for the procurement of a policy of insurance.

3. Agent's authority to bind coverage shall not be exercised until Broker at the Notice Contact notifies Agent of the risk, including the following:

- a. The name of Broker's Principal;
- b. The term of the risk;
- c. The nature of the risk;
- d. The geographic proximity of the risk;
- e. Any other information about the risk that Agent may request.

4. Broker shall be liable to agent for the full amount of the premium, 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 of binder assumed by insurer and are to be paid to Agent in accordance with invoice(s) rendered, unless otherwise agreed in writing. Upon the inception of coverage, Broker and Broker's Principle grants Agent a security interest in any and all respective policies insuring a risk belonging to Broker's Principle.

5. Unless, prior to the Inception Date, written agreement for Account Current privileges has been given, Broker shall remit to Agent all premiums, whether collected from Broker's Principal or not. Broker shall pay all remittances by cash, check, or wire transfer.

6. Where a written agreement for Account Current privileges has been given, 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. In the event that an insurance policy is canceled, Broker shall, within ten (10) days from the close of the month for which the account was rendered, 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.

7. No insurance policy may be cancelled flat unless the policy is returned prior to the Inception 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.

8. Broker shall take no action that would mislead or misrepresent the scope of Broker's authority or in any way suggest that Broker has any authority that is not clearly set forth in the present brokerage agreement.

9. Broker shall not, whether arising out of this Agreement or any other agreement, obtain or seek to obtain premium financing by means of any act that encourages, solicits, or itself constitutes fraud. Without limiting the foregoing, Broker shall not twice finance a single premium.

10. Broker shall faithfully forward and remit all premiums paid by the Insured to Agent.

### III. REPRESENTATIONS AND WARRANTIES

1. Broker represents and warrants that Broker is not an employee, agent, or authorized representative of Agent or any other insurer or insurers represented by Agent. Broker is the agent of Broker's Principal.

2. Broker represents and warrants that it has obtained and maintained all licenses necessary to place risks with Agent.

3. Broker shall abide by all applicable laws, regulations, and rules, whether state or federal.

4. All representations and warranties described in this Agreement shall survive the signing of this Agreement.

### IV. REMEDIES

1. In the event that Broker does not remit or account for all premiums due under a policy of insurance, all rights to records, use and control of expirations, and rights to renewals shall become the property of Agent.

2. Failure on the part of Broker to remit or account to Agent for all premiums due to Agent under a policy of insurance shall constitute a default, and Agent may take possession of the policy of insurance and exercise all rights afforded by law to satisfy the premium due.

3. Broker shall indemnify, defend, and hold harmless Agent, its employees and the insurer represented by Agent against all losses, suits, liabilities, claims, administration expenses, regulatory expenses, litigation expenses, court costs, attorney's fees, and other obligations that result from acts or omissions of Broker, whether negligent or willful, including but not limited to any actions or omissions in violation of this agreement or that exceed Broker's authority.

4. Upon Broker's breach of this Agreement, Agent may terminate this Agreement.

5. Upon Broker's breach of this Agreement, Broker shall be liable to Agent for all damages proximately resulting from Broker's breach including, but not limited to actual damages, incidental damages, consequential damages, and special damages.

6. Agent's rights and remedies under this Agreement are cumulative and nonexclusive.

V. GENERAL PROVISIONS

1. This Agreement constitutes a complete and final expression of the parties' intent. This Agreement supersedes and replaces any current agreements that may have been entered into by and between Broker and Agent.

2. This Agreement shall not be amended or modified except upon a written agreement signed by both parties.

3. No waiver of this Agreement shall be effective unless signed by both parties.

4. Any lawsuit arising out of this Agreement shall be adjudicated in Pulaski County, Arkansas.

5. This Agreement shall be governed by the laws of the State of Arkansas.

6. The failure of Broker or Agent to insist, in one or more instances, upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of any rights granted in this Agreement or of the future performance of any such term, covenant or condition.

VI. EXECUTION

This Agreement shall be effective as of the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, and shall apply to all current policies previously placed and in force as of that date.

Argenia, LLC \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



Please fill in the information below so Argenia LLC can direct deposit your commissions. Please note that we will never debit your account for return commissions. We will continue to send you a statement to pay from.

Thanking you,

Michael Alexander

Agent/Agent Name	Email Address
_____	_____

**Please attach one of the following for Checking Account (check one)**

\_\_\_\_\_ Voided check with name imprinted

\_\_\_\_\_ Bank letter or specification sheet (the signature of your local bank representative MUST be included)

**Agent/Agency Confirmation Statement**

I authorize Argenia LLC to deposit my commission payment into the bank account specified above. My signature below indicates that I am agreeing that I am either the accountholder or have the authority of the accountholder to authorize Argenia LLC to make direct deposits into the named account.

**Agent/Agency Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Accountholder Signature** \_\_\_\_\_