



## AGENCY AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Insurisk Excess & Surplus Lines of Little Rock, Arkansas, hereafter referred to as INSURISK and \_\_\_\_\_, licensed insurance agent(s) and/or broker(s) of \_\_\_\_\_, in the State of *Your State*, hereafter referred to as BROKER.

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

(1) INSURISK promises that it will exert its best effort to place with an insurer, or insurers, such risks as it may be called upon by BROKER to place.

(2) BROKER shall be primarily liable to INSURISK for the full amount of premium and applicable policy fees and state taxes, less commission, including additional premiums developed under audits or retrospective penalties on every insurance contract placed for BROKER. Such premiums, fees, and taxes shall be due and payable by BROKER to INSURISK from the date that liability is assumed by the insurer and are to be remitted to INSURISK in accordance with monthly statements rendered by INSURISK unless otherwise provided for. Such statements require full payment within 15 days of the date appearing at the top of the statement.

(3) No insurance contract may be returned to INSURISK by BROKER for flat cancellation unless it has been received by INSURISK prior to the effective date of the policy. Earned premium shall be computed and charged on every contract canceled after inception in accordance with the cancellation provisions of such contract.

(4) Commissions allowed BROKER will be negotiated between BROKER and INSURISK on each risk. In consideration of commission allowed BROKER on all premiums, and additional premiums, BROKER agrees to pay INSURISK the commission on all return premiums at the same rate such commissions were originally retained.

(5) BROKER is not the agent of and has no authority to bind INSURISK or any of its principals. BROKER shall not issue binders. If binders are issued by BROKER, the binders shall be of no effect even if copies of the binders so issued by BROKER are furnished to INSURISK.

(6) Any taxes applicable to any contract of insurance placed with an insurer by INSURISK, which are not recoverable, are fully earned from the inception date of the insurance. In case a portion of the premium shall be returned by reason of cancellation, either on behalf of the Insured or the Insurer or by reason of reduction of premium, no amount shall be returnable in respect of such taxes until and unless such taxes have been, in fact, recovered by INSURISK. The amount to be returned shall in no event exceed the amount so recovered.

(7) BROKER having accounted for and remitted all premiums on policies issued for the BROKER, the BROKER'S RECORDS, use and control of expirations shall remain the property of the BROKER and be left in his undisputed possession; otherwise they shall be vested in INSURISK.

This agreement shall apply to current polices already placed and in force at the date hereof and all future policies which may be placed by INSURISK for BROKER. This agreement may be canceled at any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such cancellation.

### INSURISK EXCESS & SURPLUS LINES

Attest: \_\_\_\_\_

By: \_\_\_\_\_

Broker: \_\_\_\_\_ *Your Agency* \_\_\_\_\_

Attest: \_\_\_\_\_

By: \_\_\_\_\_