



P.O. Box 5309
Statesville, NC 28687
1-888-768-2001
1-800-405-0416 Fax

Broker Agreement

This agreement is made and entered into by and between, Tarheel Insurance Services, LLC (**TIS**) and _____ (hereafter called Producer).

1. Producer warrants and represents that it is currently authorized and properly licensed to do business under the laws of the state or states in which it is located or soliciting insurance business and desires to obtain or continue to obtain insurance coverages for its clients using the services and facilities of **TIS**. It is the Producer's obligation to inform **TIS** if license is suspended or terminated for any reason in any state in which the Producer operates.
2. Producer acknowledges that no insurance submitted for consideration is effective until acceptance by **TIS**, verification of which would be substantiated by a binder form mailed/faxed/emailed to Producer. **Producer is not authorized to bind, renew, amend or cancel any insurance coverage.**
3. Producer shall be liable to **TIS** for any loss paid by **TIS**, necessitated by Producer's negligence, including but not limited to, binding coverage or accepting any risk on behalf of **TIS**. Producer is an independent contractor and is not an employee of **TIS**. **Producer is the agent of record for the insured.**
4. This agreement is solely between the Producer and **TIS**. **TIS** assumes no responsibility toward any policyholder or sub-producer with regard to the adequacy, amount or form of any coverage obtained thru **TIS**.
5. **TIS** agrees to pay commission to the Producer for business placed with **TIS**.
6. Premiums received by the Producer for coverages placed by **TIS** are the property of the entity underwriting the coverage and shall be held by the Producer in a fiduciary capacity until delivered by **TIS** for remittance to the entity and may not be used by Producer for any other purpose.
7. Producer is responsible for the payment of premiums on all coverage placed with **TIS**. **PAYMENT MUST BE PRODUCER CHECK.**
8. Producer agrees to hold harmless and indemnify **TIS** and their entities against and all liability arising out of dishonest, fraudulent or negligent acts, errors or omission of Producer.

9. **TIS** agrees to hold harmless and indemnify Producer against any and all liability arising out of dishonest, fraudulent or negligent acts, errors or omission of **TIS**.
10. All claims must be reported to **TIS** unless instructed otherwise. Producer has no authority to adjust, settle or assign claims.
11. **TIS** acknowledges Producer's ownership of the business covered by this agreement. The use and control of expirations and the records thereof, shall remain in the undisputed possession of the Producer.
12. **TERMINATION:** Either party may terminate this agreement at any time on written notice, but the outstanding rights and obligations of the parties shall not be affected. Such notice shall be deemed to have been received if mailed to the affected party at the business address shown in the current operating records. All accounts of monies due by Producer to **TIS** shall become immediately due and payable upon the termination date and the Producer shall promptly account for and pay premiums of which the Producer may be liable. In the event of termination of this agreement for a violation by Producer of any covenant contained herein, all rights of renewals, premiums and commissions are relinquished to **TIS** to the extent necessary to satisfy the interest of **TIS**.
13. **AMENDMENT AND MODIFICATION:** This agreement constitutes the entire agreement among the parties and contains all of the agreements among the parties with respect to the subject matter hereof.
14. This agreement shall be interpreted and enforced in accordance with the laws of the State of North Carolina.

This agreement has been executed this _____ day of _____, 20__.

Address of Producer: _____

Phone number of Producer: _____

Fax number: _____

Email address: _____

Producer Code: _____ (assigned by **TIS**)

Signature of Producer _____

Print name of Producer _____

Signature for **TIS** _____

Print name for **TIS**

Robert A Griffin