



#01-133
4/7/14

BROKER AGREEMENT

This Agreement is entered into this _____ day of _____, 20____ by and between COVER ME INSURANCE AGENCY OF N.J., INC. as agent and representative of NATIONAL INDEPENDENT TRUCKERS INSURANCE COMPANY, RRG, 610 W. St. George Avenue, Linden, New Jersey 07036 (hereafter the "Company") and

NAME

ADDRESS

(hereafter the "Broker").

Company and Broker covenant and agree as follows:

1. PURPOSE. The purpose of this Agreement is to authorize the Broker for and on behalf of its customers to submit to the Company applications for a commercial policy of insurance to be issued by the Company.

2. APPLICATION PROCESS.

Subject to the right of the Company to change this process at any time, the application process of the Company is as follows:

- a. Broker shall submit to the Company a completed "quote sheet" and such other information as requested by the Company;



- b. In response to the "quote sheet", the Company will provide the Broker with a premium quote for the insurance coverage sought to be obtained;
- c. If the customer of the Broker accepts the quote of the Company, the insurance coverage sought will be bound by the issuance of a binder or Certificate of Insurance by the Company upon:
 - (i) receipt of a completed and signed application on such form or forms as required by the Company;
 - (ii) completion of an inspection of the vehicle satisfactory and acceptable to the Company;
 - (iii) completion of a video tape interview of the owner operator by a field representative of the Company acceptable and satisfactory to the Company;
 - (iv) receipt of a good check, subject to collection, in an amount equal to at least 25% of the quoted premium. The balance of the premium due, if not paid in full at that time, is due and payable in full within 5 days of the issuance of the binder or Certificate of Insurance. In the event of non-payment, the insurance coverage will be canceled; and
 - (v) approval of the application by the Company.

3. ISSUANCE OF POLICY.

The Company will issue the policy of insurance to the insured within thirty days of the issuance of the binder or Certificate of Insurance.

4. COMMISSION.

The Company will pay the Broker a commission in an amount equal to ten percent (10%) of the gross earned premium paid by the applicant-insured and received by the Company, subject to adjustment and repayment by the Broker in the event of



cancellation and return of premium to the applicant-insured.

The Company shall pay such commission to the Broker within thirty (30) days of receipt of payment by the applicant-insured.

5. NO AUTHORITY.

In connection with the submission of applications for insurance, Broker is acting on behalf of the applicant for such insurance and not as an agent of the Company. Broker has no authority to commit to or issue binders, policies, contracts, certificates of insurance or any other written evidence of insurance except as specifically authorized in writing by the Company. Broker acknowledges the limitations contained in this Agreement and that no application for insurance submitted shall be effective until accepted and approved in writing by the Company.

6. INDEPENDENT CONTRACTOR.

This Agreement is not an agency agreement and does not create any employer or employee or principal or agent relationship between the Broker and the Company. The Broker remains an independent contractor.

7. ACKNOWLEDGMENTS OF BROKER.

Consistent with the limitations contained in this Agreement, Broker acknowledges that:

- a. Broker is not the employee, agent or authorized representative of the Company.
- b. Broker has no authority to accept or bind risks for or on behalf of the Company.

- c. Broker has no authority to handle claims other than to notify the Company in writing of their occurrence which Broker undertakes and agrees to do immediately upon Broker's knowledge of same.
- d. No act, statement or agreement of Broker shall in any way be binding on the Company unless the Broker shall have first received prior written approval from the Company to so state, act or agree.
- e. Broker has no authority to use stationary of the Company or otherwise use the name of the Company without first obtaining written authorization from the Company.

8. WARRANTIES AND REPRESENTATIONS OF BROKER.

Broker warrants and represents to the Company that:

- a. Broker is and will at all times be properly licensed in all appropriate jurisdictions to conduct the type of insurance business which will be the subject of applications for insurance to the Company.
- b. Broker shall maintain an Errors and Omissions policy of insurance with a limit of liability of \$1,000,000 per claim with an insurance company acceptable to the Company. The Company shall be named as an additional insured under the policy and provided with proof of coverage. On or before the time of signing this Agreement and thereafter within 30 days prior to the anniversary date of the renewal of such policy.
- c. Broker will comply with all applicable laws governing the conduct of business which is the subject of this Agreement, including, but not limited to state insurance codes and the Federal Fair Credit Reporting Act. In addition, Broker shall be licensed to perform the services and obligations undertaken pursuant to this Agreement in all jurisdictions.

9. BROKER'S RESPONSIBILITY AND INDEMNIFICATION.

The Company assumes no responsibility towards any customer, applicant or insured whose application for insurance is submitted by the Broker with regard to the adequacy, amount, or form of coverage obtained through the Company. The Broker



agrees to hold the Company harmless for any claim asserted against the Company in following the Broker's instructions for coverages requested. This includes indemnification and hold harmless for legal fees, expenses, or any claims made in connection with the placement of coverage requested and/or claims for coverage under policies issued or requested.

10. NOTICE OF EXPIRATION OR CANCELLATION.

Company shall have no obligation to provide Broker with notice of the expiration or cancellation of any policy of insurance which is issued by the Company as result of an application for insurance made by the Broker.

11. TERMINATION OF AGREEMENT.

- a. This Agreement may be cancelled at any time and for any reason by either party upon 5 days prior written notice to the other.
- b. This Agreement shall automatically terminate upon the date of such event if any of the following events occur:
 - (i) The license of the Broker is revoked or suspended;
 - (ii) The Broker is adjudicated a bankrupt, becomes insolvent, or makes an assignment for the benefit of creditors;
 - (iii) The sale of the business of the Broker; or
 - (iv) A change in ownership of the Broker involving majority control.

12. NO ASSIGNMENT.

Broker may not assign its right, title or interest in this Agreement without the prior written consent of the Company. Any



attempt to assign this Agreement without such prior written consent shall be null and void.

13. DISPUTE RESOLUTION AND FORUM.

The sole and exclusive forum for the resolution of any dispute, controversy or difference between the Broker and Company arising out of or relating to this Agreement in any way shall be the Superior Court of New Jersey for Essex County, New Jersey.

14. JURISDICTION.

Broker submits generally to the jurisdiction of the Courts of the State of New Jersey in the event of any dispute, controversy or difference arising out of or relating to this Agreement which by this Agreement must be resolved in the Superior Court of New Jersey, Essex County, New Jersey.

15. GOVERNING LAW.

This Agreement shall be interpreted in accordance with, and the rights and obligations of the parties hereto shall be determined by, the laws of the State of New Jersey. Furthermore, this Agreement shall not be interpreted for or against a party by reason of that party's involvement or participation in the preparation or drafting of this Agreement.

16. NOTICE.

Whenever under the provisions of this Agreement notice is required to be given, it shall be in writing and shall be deemed



given when mailed, postage prepaid, by registered or certified mail, return receipt requested, with a duplicate copy thereof sent by ordinary mail, to the party entitled to receive such notice at the address set forth below for such party, or such other address as the party may have theretofore designated by notice from time to time.

TO COMPANY:

Cover Me Insurance Agency of N.J., Inc.
610 W. St. George Avenue
Linden, New Jersey 07036
with a duplicate copy to
Harry L. Starrett, Esq.
111 Northfield Avenue
West Orange, New Jersey 07052

TO BROKER:

17. AMENDMENTS.

This Agreement may not be amended or supplemented at any time unless by a writing executed by the parties hereto, and all such amendments and supplements shall, except as otherwise provided hereinafter, be binding upon all other persons interested herein. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which have heretofore matured hereunder.



18. MISCELLANEOUS.

All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of the within Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.

19. ARTICLE HEADINGS.

The article headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. EFFECTIVE DATE.

This Agreement will not be effective until signed by the Company and the Broker and each party receives a fully executed copy of the Agreement.

COMPANY:
COVER ME INSURANCE AGENCY OF N.J.,
INC. FOR NATIONAL INDEPENDENT
TRUCKERS INSURANCE COMPANY, RRG

By: _____
(Signature)

BROKER:

By: _____