



**OMNI INSURANCE COMPANY/  
OMNI INDEMNITY COMPANY**

And

**ANSON B. SMITH & CO.  
BROKER AGREEMENT**

**Omni Insurance Company/Omni Indemnity Company, hereinafter called the Company, Anson B. Smith & Co., hereinafter called the Agent, and**

Name \_\_\_\_\_ S.S.N. \_\_\_\_\_

Address \_\_\_\_\_ Federal Tax I.D. \_\_\_\_\_

**Hereinafter called the Broker, hereby agree as follows:**

1. Agent and Company hereby grant authority to Broker to solicit proposals for the lines of business written by the Company, and for such classes and risks as the Company may from time to time authorize to be solicited, and to collect, receive and receipt for premiums of insurance and bonds tendered by the Broker to and accepted by the Company subject, however, to restrictions placed upon such Broker by the Agent or Company or by the laws of the state or states in which such Broker is licensed and authorized to write insurance and bond business and to the terms and conditions hereinafter stated or referred to. It is agreed, however, that the acceptance by the Broker of any premiums or the giving of receipt therefore shall in no way obligate the company other than in accordance with the written instructions of the Company.

The Broker shall have authority to submit applications for the lines of business written by the Company for classifications of risk and types of vehicles that are normally written by the Company. When a signed application is submitted with the premium deposit required by the applicable rate guide, coverage is bound as of the time and date the application is signed by both the Applicant and the Broker or at such other time as provided for in the Manuals of the Company. All bound business must be submitted with cash and must be promptly forwarded to the Company in accordance with all current procedures as stated in the Manuals of the Company.

2. We will pay the Broker commissions for insurance written under this agreement based on the commission schedules in effect for the various lines of insurance coverage at the time such business is written. We reserve the right to unilaterally change our commission schedules, including the rates set forth on the commission schedules or the method of calculating commissions on insurance written under this agreement, at any time during the term of the agreement.

3. The Broker agrees undistributed commissions in the hands of the Company at any time may be applied to and constitutes an offset against any monies due to the Company from the Broker. The Broker agrees to refund any advanced commissions to the Company on policy cancellations, renewals not taken, premium reductions, and premiums earned by Company but uncollected at the end of the policy term. The refund shall be paid at the rate at which commissions were originally paid to the Broker and paid within 20 days of notice from the Company. If the Broker's license has been suspended, the Company shall hold the commissions until such time as the Broker's license is reinstated.

4. If this Agreement is terminated, commissions due may be placed in an escrow account and the commission schedule may be reduced. Escrow funds will be released to us each month to satisfy charge-backs. Any balance remaining after all policies have expired will be released to the Broker.

5. It is mutually understood and agreed that the Broker is an Independent Contractor in the solicitation of contracts of insurance and bonds for the Company and in the collection of premiums therefore. A Broker shall be the master of his/her own time and effort and nothing contained herein shall be construed to create the relationship of employer and employee between the Company or the Agent and the Broker.
6. Neither this agreement or benefits to accrue hereunder either in whole or in part shall be assigned without prior written consent of the Company and the Agent. This limitation includes absolute assignments and assignments as collateral security. This agreement may be terminated with or without cause by any party upon thirty (30) days written notice. The day the notice is deposited in the United States mail, addressed to the other party's last known address, or if the mail is not used, the day it is delivered to the party, shall be the first day of the thirty-day period. The death of a Broker shall automatically terminate this agreement, and if Broker at any time fails to maintain the proper license to write insurance business this agreement shall automatically terminate.
7. The Broker agrees to comply with and abide by all standards and procedures of the Company as set forth in the Manuals provided to the Broker and as updated from time to time by the Company. Broker agrees to hold the Agent and the Company harmless from any liability incurred by the Agent or the Company as a result of the Broker's failure to comply with and abide by the procedures and standards contained in the Manuals, and the Agent hereby assigns to the Company all rights and claims against the Broker for any said failure to comply with or abide by said standards and procedures.
8. In the event of the termination of this agreement, the Broker having promptly accounted for and paid over all premiums for which he may be liable, the Broker's records, use and control of expirations, shall remain the property of the Broker and be left in his undisputed possessions, provided, however, that the Company shall have the right to provide customary service of sending out renewal notices, rewrite notices, or notices of policy changes and the handling of claims, until expiration of business that remains in force.
9. The Broker shall be held harmless for Company procedures or administrative errors including all automated transactions.
10. Any policy forms, manuals, applications or company supplies furnished to the Broker by the Company shall always remain the property of the company and should be returned to the company promptly upon termination of this agreement. The Broker shall not alter, modify, amend or supplement any policy form or endorsement used by the Company.
11. The parties shall not litigate any dispute between them upon any matter covered by this agreement, but any such dispute, if not resolved by the parties, shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.
12. The Broker's name will be prominently included on all renewal billings, certificates, and policies that are mailed directly from the Company.

**COMPANY**

Omni Insurance Company/Omni Indemnity Company

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

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

**AGENT**

Anson B. Smith & Co.

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

**BROKER**

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

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

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