



## **WHOLESALE BROKERS AGREEMENT** between

**Synergy Professional Associates, Inc**, a New Jersey corporation (Referred herein as "Synergy"), and

**PRODUCER:** \_\_\_\_\_

Please enter legal name & specify type of organization (Corp. /Sole proprietorship/Partnership/Limited Partnership/other)

**WHEREAS**, Synergy is organized for the purpose of placing risks of insurance including excess and surplus lines: and

**WHEREAS**, Producer, a duly licensed agent or broker in the state of domicile, subject to the requirement imposed upon Producer by law in the jurisdiction within which Producer is authorized to write, is desirous of placing contracts of insurance with insurers represented by Synergy and utilizing generally the underwriting facilities, knowledge, and services of Synergy:

**NOW, THEREFORE**, it is mutually agreed as follows:

1. **Ownership of the Business.** Producer is the independent owner of the insurance business subject to this Agreement. Producer is acting as a broker for applicants and on the applicant's behalf, not as an agent of Synergy. No binding authority is or shall be granted or delegated to Producer by this Agreement.

2. **Commission.** Synergy shall pay Producer, as commission, a percentage rate of the premium written and paid for under this Agreement, at the rate of commission agreed upon by Synergy and Producer from time to time. Producer shall pay Synergy a return commission at the same rate on any return premium, including return premiums on cancellations ordered or made by insurers. Provided that all premiums, fees, taxes, or unearned commissions are fully paid as herein agreed, Producer shall retain full ownership and control of all expirations.

3. **Premium and Accounts.** Producer shall accept Synergy's billings, which may take the form of invoices, statements, or similar communications. The net balance due as shown on the billing shall be settled by the producer, whether or not they are collected by Producer. Any credit extended to the insured or others shall be at the sole risk of Producers. Producer accepts full and entire responsibility for the collection and payment of all premiums (including minimum earned premiums), counter signature fees and resulting charges required by any state, or any other applicable fees and taxes: and agrees to make full payment of such to Synergy under the customary rules in place at the time of binding, The exception to this paragraph would be any audits deemed uncollectible by the Broker. Broker will be relieved of any payment responsibility relating to the audits, so long as the audits are submitted according to the prescribed "Direct Collection" protocol as established by the carrier, and so long as the carrier approves the audit for

direct collection. Broker further understands that commission will be forfeited for any audit submitted, and approved for direct collections. **Producer understands and agrees that the business of Synergy is dependent on maintaining a good credit relationship with its various underwriters and that failure to pay upon the demand of Synergy or Synergy's carrier poses great harm and may result in damages to the business of Synergy.** Therefore, regardless of whether Producer agrees that such payments should be made, Producer agrees and understands that it will make such payments and, if made in protest, shall seek resolution at a later date. Producer will be granted any extension for payment, which is afforded to Synergy by the carrier.

4. **Cancellation of Insurance.** Notwithstanding anything to the contrary in this Agreement, Synergy shall have the right, at its sole discretion, to cancel any binder, policy, or contract of insurance issued under this Agreement in accordance with the cancellation provisions of such binder, policy, or contract. Producer shall not be entitled to a credit for any flat cancellation unless such credit has been granted to Synergy by its carrier. Without exception, if coverage is bound by Synergy, a charge shall be made in accordance with the policy terms and all fees for the full policy term shall be fully earned on the effective date of coverage.

5. **Claims.** Producer shall immediately notify Synergy of all claims, suits, and notices of loss.

6. **Advertising.** Producer shall not insert any advertisement referring to Synergy or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of Synergy. In the event Synergy suffers a loss or expense arising out of such unauthorized advertisement or publication of Producer, Producer shall be liable for all resulting damages and costs, including attorneys' fees.

7. **Funds Held in Trust.** Producer shall maintain funds held in trust for business generated under this Agreement in accordance with the Insurance Laws of the state(s) in which the Producer is duly licensed to transact insurance. Producer may maintain these funds in an authorized interest bearing account; provided, however, that if Producer maintains such funds in such an account, Producer shall promptly notify Synergy of the Institution and the type of account and/or instrument in which the funds are held.

8. **Cancellation of Agreement.** This Agreement may be canceled at any time by a Party's giving of sixty- (60) day's advance written notice to the other party. After the date of cancellation of this Agreement, unless otherwise stipulated at the option of Synergy, Producer shall complete collections and account to Synergy for all premiums, commissions, and other transactions unaccounted for on the date of cancellation or arising thereafter in respect of outstanding insurances.

9. **Hold Harmless.** The Producer agrees to hold Synergy harmless for any damages resulting directly or indirectly from any violations of any insurance laws or insurance department regulations and/or breach of Producer's obligations under this Agreement and any breach of Producer's obligations to their clients.

Synergy agrees to hold Producer harmless for any damages resulting directly or indirectly from any violations of any insurance laws or insurance department regulations and/or breach of Synergy's obligations under this agreement and any breach of Synergy's obligations to their Underwriters or Insurance Companies.

## 10. **General Provisions:**

- a. Binding on Successors: Subject to any restrictions stated in any other provision of this Agreement restricting transfers, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.
- b. Entire Agreement: This Agreement and the documents expressly referred to in this Agreement contain the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior oral or written understandings and agreements.
- c. Amendments: No provision of this Agreement may be changed, waived, modified, discharged, or terminated except by a written instrument executed by parties hereto.
- d. Severability: If any provision of the Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.
- e. Arbitration and Attorneys' Fees: Any dispute or controversy arising under, out of, or in connection with this Agreement shall be resolved by binding arbitration conducted in Kinnelon, New Jersey, in accordance with the rules of the American Arbitration Association. In any arbitration or court proceeding to enforce any arbitration award made pursuant to this section, the prevailing party shall be entitled to recover from the other party its attorneys' fees and costs.
- f. Waiver: Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.
- g. Governing Law: This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
- h. Assignment: No assignment of this Agreement or any right accruing hereunder shall be made by either party without the prior written consent of the other, which such consent shall not be unreasonably withheld.
- i. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto have set their signature below

**Synergy Professional Associates, Inc.**

By: \_\_\_\_\_  
Signature and Title

By \_\_\_\_\_  
Signature and Title

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

\_\_\_\_\_  
Please Type or Print Name and Title

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

PLEASE COMPLETE, SIGN AND RETURN ALONG WITH THE FOLLOWING:

- 1) PLEASE ENTER YOUR FEDERAL TAX I.D. NUMBER: \_\_\_\_\_**
- 2) COPY OF YOUR INSURANCE LICENSE**
- 3) COPY OF YOUR E&O POLICY DEC PAGE**
- 4) COMPLETED PRODUCER SURVEY AND PROFILE**

UPON RECEIPT WE WILL COMPLETE AND RETURN A COPY FOR YOUR RECORDS.

THANK YOU FOR YOU COOPERATION