



SUB-AGENT AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between Trusted Flood Insurance Brokerage LLC hereinafter referred to as "Trusted Flood Insurance Brokerage LLC" and _____, hereafter referred to as "Sub-Agent."

WITNESSETH

WHEREAS, Trusted Flood Insurance Brokerage LLC is and desires to be the Broker or Agent for various commercial and personal insurance programs; and

WHEREAS, Trusted Flood Insurance Brokerage LLC is and desires to be the Broker or Agent for various businesses and individuals eligible for commercial and personal insurance programs; and

WHEREAS, in order to fulfill and satisfy its obligations and intentions to administer a sales and marketing program, Trusted Flood Insurance Brokerage LLC is desirous of contracting with various Sub-Agents to market the program to businesses and individuals eligible for coverage; and

WHEREAS, Sub-Agent warrants and represents it is licensed in the state in which it is domiciled and holds a non-resident license in each additional state in which it wishes to do business.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. **SUB-AGENT'S AUTHORITY:** Sub-Agent, subject to the terms of this Agreement and the applicable underwriting rules and regulations, which are hereby incorporated herein by reference, is authorized and shall have the right to solicit, receive, and transmit to Trusted Flood Insurance Brokerage LLC, applications for coverage from businesses and individuals eligible for coverage.

Sub-Agent shall have no authority or power to represent Trusted Flood Insurance Brokerage LLC other than as expressly granted herein and none shall be implied. It is expressly agreed and understood that Sub-Agent does not have binding authority.

2. **SUB-AGENT'S RESPONSIBILITY FOR PLACEMENT OF BUSINESS:**

Sub-Agent hereby agrees to place business eligible for the programs with Trusted Flood Insurance Brokerage LLC.

3. **Expenses:** Trusted Flood Insurance Brokerage LLC will not be responsible for Sub-Agent expenses, and Sub-Agent's sole payment for all services rendered shall be the commission set forth in this Agreement.

4. **ERRORS AND OMISSIONS:** Trusted Flood Insurance Brokerage LLC shall not be responsible for the errors and omissions of Sub-Agent and Sub-Agent hereby agrees to indemnify and hold Trusted Flood Insurance Brokerage LLC harmless for any errors or omissions of Sub-Agent. Sub-Agent agrees, warrants and represents that it has obtained and will continue to be covered by professional liability insurance in an amount not less than \$1,000,000, and that it will provide proof of such coverage on an annual basis.

5. **FORMS AND OTHER ITEMS TO REMAIN PROPERTY OF TRUSTED FLOOD INSURANCE BROKERAGE LLC:** All forms and other similar supplies, including, (without limitation), any underwriting manuals furnished to Sub-Agent by or on behalf of Trusted Flood Insurance Brokerage LLC, shall be returned to Trusted Flood Insurance Brokerage LLC promptly upon demand.

6. **SAFEGUARDING OF RIGHT OF SUB-AGENT:** Trusted Flood Insurance Brokerage LLC Agrees:

- a. All renewals of policies written by Sub-Agent shall remain property of Sub-Agent upon termination of this Agreement.
- b. Trusted Flood Insurance Brokerage LLC shall not disclose to any third party or otherwise use the expiration list of customers of Sub-Agent for which policies have been written through Trusted Flood Insurance Brokerage LLC except as be necessary in the fulfillment of the terms of this Agreement.
- c. Trusted Flood Insurance Brokerage LLC shall not market any product directly to customers of Sub-Agent for which policies have been written through Trusted Flood Insurance Brokerage LLC without the advance written consent of Sub-Agent.
- d. Sub-Agent shall not be responsible for the errors and omissions of Trusted Flood Insurance Brokerage LLC and Trusted Flood Insurance Brokerage LLC hereby agrees to indemnify and hold Sub-Agent harmless for any errors or omissions of Trusted Flood Insurance Brokerage LLC.

7. **Commissions:** Trusted Flood Insurance Brokerage LLC shall allow the Sub-Agent, as commission, a percentage of the premium on each policy written and paid for under this Agreement at a rate mutually agreed upon by Trusted Flood Insurance Brokerage LLC and Sub-Agent. Commissions shall be due and payable in the month following Trusted Flood Insurance Brokerage LLC collection of commissions for both new and renewal business. Sub-Agent agrees to pay Trusted Flood Insurance Brokerage LLC the commission on all returned premiums at the same rate such commissions were originally paid. In order to be entitled to commissions resulting from additional premium on audits, Sub-Agent agrees to use reasonable best efforts to assist Trusted Flood Insurance Brokerage LLC in the collection of such additional premiums. This agreement may be cancelled at any time by written notice of either party but said cancellation shall not alter the continued application of this agreement to insurance affected prior to the date of such cancellation. Commissions on existing business and audits prior to the cancellation date of the Agreement will continue to be paid by Trusted Flood Insurance Brokerage LLC.
8. **OFFSETS AGAINST SUB-AGENT:** In addition to other appropriate legal remedies, Trusted Flood Insurance Brokerage LLC reserves the right to apply any sum or sums due from or payable by Sub-Agent to Trusted Flood Insurance Brokerage LLC against any indebtedness of Sub-Agent to Trusted Flood Insurance Brokerage LLC.
9. **PREMIUM REMITTANCE:**
- a. Direct Bill Policies; Sub-Agent shall exercise best efforts to assist carrier to collect unpaid audit and other premiums.
 - b. Agency Billed Policies; the Sub-Agent accepts full and entire responsibility to Trusted Flood Insurance Brokerage LLC for the collection and payment of all earned premiums due on insurance contracts arranged by Trusted Flood Insurance Brokerage LLC, regardless of the collectability or collection status of the account by the Sub-Agent. Sub-Agent will be relieved of responsibility only if and when the issuing company relieves Trusted Flood Insurance Brokerage LLC of its responsibility to collect such premium.
10. **CANCELLATION:** There shall be no flat cancellation of any insurance coverage bound and/or written at the request of the Broker, except as prescribed by law. All coverages affected by Trusted Flood Insurance Brokerage LLC at the request of Sub-Agent are submitted with the understanding that they are not subject to flat cancellation, and will be canceled in accordance with the policy issued and the insurance carrier's procedures. In consideration of the commission allowed to Sub-Agent on all premiums, the Sub-Agent agrees to refund commission on all returned premiums at the same rate at which such commission was originally paid.

11. TERMINATIONS:

- a. This Agreement shall terminate automatically without notice, if Sub-Agent's license or authorization to engage in any insurance business is terminated or suspended by any public authority.

This Agreement may be terminated anytime by written notice certified mail by Sub-Agent or Trusted Flood Insurance Brokerage LLC, either with or without cause. It is expressly agreed that upon termination, Trusted Flood Insurance Brokerage LLC will have the authority to appoint another party to carry out duties of Sub-Agent contained in this Agreement.

12. MISCELLANEOUS:

- a. This Agreement supersedes all previous agreements between the parties hereto, whether oral or written. This Agreement constitutes the full agreement between the parties and no modification, amendments or changes shall be permitted except in writing by both parties hereto.
- b. This Agreement shall be construed according to the laws of the State of Florida and venue for the purpose of any lawsuit shall be filed in Lee County, Florida.
- c. Paragraph heading used herein are for convenience only and shall not be utilized in construing this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

Trusted Flood Insurance Brokerage LLC

SUB-AGENT

By:_____

By:_____

Title:_____

Title:_____

Witness:_____

Witness:_____