



**Insurance Brokers Service Corporation  
Agency Contract**

IBSC  
2408 Peppermill Drive, Unit A  
Glen Burnie, MD. 21061  
(410) 766-0600 \* www.iiamd.org

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the Insurance Brokers Service Corporation (hereinafter designated as IBSC) and \_\_\_\_\_ located at \_\_\_\_\_ in the county of \_\_\_\_\_, in the State of Maryland (hereinafter called the Agent).

**WITNESSETH THAT:**

IBSC hereby grants authority to the Agent to submit for insurance coverage, risks located in Maryland under insurance programs through IBSC. This authority is subject to laws of the State of Maryland in which such Agent is authorized to write insurance business and to the terms and conditions hereinafter set forth.

IT IS HEREBY AGREED between IBSC and the AGENT as follows:

**AGENT'S RESPONSIBILITIES**

The Agent agrees to maintain a Maryland insurance license for property and casualty insurance and to adhere to the laws and responsibilities that apply.

**PREMIUM REMITTANCE**

It is agreed and understood that all premiums collected by the Agent are held in a trust and that such premiums are the property of IBSC, and that the Agent has no interest in the premiums collected by them and shall make no deductions therefrom before remitting same to IBSC.

Unless otherwise specified in writing, the premium on each policy, including the specified commission, is due and payable to the appropriate company and shall accompany the application for coverage when submitted to IBSC.

**COMMISSIONS**

IBSC shall pay commission to the Agent as agreed. IBSC shall deduct from each return premium (including cancellations ordered by IBSC) a return commission calculated at the same rate as original commission thereon. Commissions may be changed by IBSC upon

written notice to the Agent. \*\*\*\*\*SEE ADDENDUM #1\*\*\*\*\*

## **BINDING AUTHORITY**

In no event may the Agent bind IBSC or the company on any risk.

## **ERRORS & OMISSIONS COVERAGE**

The Agent shall maintain, at its own expense, Errors and Omissions coverage of \$1,000,000. and shall furnish IBSC with a certificate of insurance indicating dates and limits of such coverage.

## **CLAIMS**

The Agent agrees to report directly to IBSC all claims, except Workers' Compensation claims, which shall be reported directly to the company with a copy to IBSC.

## **TERMINATION**

This agreement will be immediately terminated in the event there has been a violation of either IBSC's or the Agent's fiduciary responsibility, and/or insolvency, threat of insolvency, fraud, abandonment, willful, gross, or negligent misconduct, including the termination or suspension of either IBSC's or the Agent's license.

This agreement will be continuous and may be terminated by either party at any time by 30 days' written notice. In the event of termination, the Agent's records, use, and control of expiration shall remain the property of the Agent and shall be left in his/her possession except as provided under the premium remittance section of this contract.

## **OWNERSHIP OF EXPIRATIONS**

The use and control of expirations, and the records thereof, shall remain in the undisputed possession and ownership of the Agent, except as provided under the premium remittance section of this contract.

## **INDEMNIFICATION**

The Agent is not an employee of IBSC, but is an independent contractor. IBSC shall not be liable for the negligent acts, errors or omissions of the Agent or his/her employees or representatives. The Agent shall indemnify and hold harmless IBSC resulting from unauthorized acts or transactions by the Agent, its employees, and/or subagents, but only to the extent that the Agent would have been legally liable to the IBSC by statute or

Common law, for those costs, causes of action, and damages suffered by the company. The IBSC agrees to indemnify and hold harmless the Agent from any claims or administrative or legal action including expenses of investigation and attorney's fees resulting from any alleged or actual unlawful or negligent act of IBSC.

**AMENDMENTS**

All amendments to this agreement, excluding the schedule of commissions, will require the express written consent of both IBSC and the Agent.

**ARBITRATION CLAUSE**

The following procedure will be followed in the event of a disagreement or dispute involving the interpretation of this agreement or the performance or non-performance of IBSC and the Agent.

- a. The parties will make every effort to establish a meeting for the purpose of settling unresolved disputes. It is understood that this meeting will be conducted in good faith.
- b. If IBSC and the Agent are unable to resolve their conflict within fifteen days, the controversy will be resolved by arbitration in accordance with the rules adopted by the American Arbitration Association.
- c. A panel of three disinterested arbitrators will decide all unresolved disputes with regard to the conditions of this agreement. The party who will furnish written notice of the appointments to the other party. Within ten days thereafter, the other party will appoint one arbitrator who will be designated as the presiding officer of the panel. If the appointed arbitrators fail or refuse to choose a third arbitrator within thirty days after having been appointed, the third arbitrator will be chosen by a court having jurisdiction of the disputed agreement.

**INSURANCE BROKERS SERVICE CORPORATION**

**BY:** \_\_\_\_\_  
(Secretary)

**AGENT:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDENDUM #1**

**COMMISSIONS-EFFECTIVE 10-01-2009**

**MEMBER AGENTS**

*New Business - PERSONAL UMBRELLA POLICIES – 15%*

*New Business - PUP SPECIAL – 12%*

*New Business - IN HOME BUSINESS POLICIES – 13%*

*Renewal - PERSONAL UMBRELLA POLICIES – 12%*

*Renewal - PUP SPECIAL – 10%*

*Renewal - IN-HOME BUSINESS POLICIES – 12%*

**NON-MEMBER AGENTS**

*New & Renewal - PERSONAL UMBRELLA POLICIES – 10%*

*New & Renewal - PUP SPECIAL – 7%*

*New & Renewal - IN-HOME BUSINESS POLICIES – 7%*