

MAP General Agency, Inc

Agency Agreement

Date

Herein after referred to as Effective Date

Agency Corporate Name

Herein after referred to as Agent

Owner Name

Herein after referred to as Owner

Agency Mailing Address

Herein after referred to as Mailing Address

State Of Operation

Herein after referred to as Authorized State

This agreement is entered into on the Effective Date by and between MAP General Agency, Inc on the one side (herein after referred to as Company) and the Agent and Owner on the other side.

Whereas the Company wishes to distribute insurance through the Agent's office and Agent wishes to sell insurance from its office.

Now, for the mutual consideration provided by both the Company, Agent and Owner they hereby agree as follows.

1. Agent is authorized to:

1. Solicit and service contracts of insurance on behalf of Company only for those lines of insurance listed in the Schedule of Commissions;
2. To receive, receipt and hold in trust premiums due Company under this agreement; and
3. Bind the company if, and only if, the requested binding is entered into the Company's online system and all such information is accurate and in accordance with the underwriting guidelines of the Company. All New applications, Endorsement applications, Cancellations, Reinstatements, and Payments must be processed online via the Company's website.

2. Agent is NOT authorized to:

1. Bind lines of insurance or limits of liability other than those specified in the Schedule of Commissions of the agreement;

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2. Issue policies, endorsements, or cancellations, financial responsibility filings, certificates of insurance, or filings required by governmental agencies;
3. Extend authority to any other agent, broker, solicitor or sub-agent;
4. Give the Company's rates, guidelines, applications or supplies to anyone other than employees of Agent;
5. Backdate the effective date of coverage on any policy or endorsement; and
6. Adjust, negotiate or settle claims.

3. Agent will:

1. Maintain in effect all licenses required by the Authorized State;
2. Allow inspection of Agent's books and records related to business placed with Company;
3. Comply with and bind only risks that meet the Company' underwriting guidelines;
4. Return applications, forms and materials as requested by the Company;
5. Be an independent contractor, responsible for Agent's operating expenses, fees, and taxes associated with the operation of Agent's business;
6. Maintain in force at least \$300,000 Errors and Omissions coverage with an insurer acceptable to Company;
7. Comply with all laws relating to the sale of insurance covered by this agreement;
8. Report all losses and refer all claims inquiries to Company immediately when reported to Agent;
9. Guarantee compliance with each and every provision of this agreement by any and all locations listed in Additional Locations Exhibit, if attached; and
10. In accordance with paragraphs 10 and 11 herein, retain copies of all original and reproductions of insurance documents, including but not limited to insurance applications, photographs, documents necessary to secure premium discounts in accordance with underwriting criteria and any document produced or secured in the normal course of obtaining automobile insurance, in a fiduciary capacity, on behalf of the Company.

4. Company will:

1. Issue policies, renewals, endorsements and cancellations;
2. Bill policyholders for monthly renewal premiums or monthly installment premiums as required;
3. Adjust all claims;
4. Provide Agent with underwriting guidelines that will apply on the date coverage is bound; and
5. Accept risks bound that meet the Company' underwriting guidelines.

5. Commission:

1. Company will pay Agent commissions for insurance policies written under this agreement as specified in the Schedule of Commissions and applicable on the policy effective date. Company may amend The Schedule of Commissions at any time by giving Agent written notice of the change.
2. In the event that this agreement includes an *Additional Locations Exhibit*, it is understood and agreed that the commissions specified on The Schedule of Commissions, specifically the production bonuses listed in Items B and C of that Schedule, are applied on an individual location basis, and not collectively.
3. Agent will refund to Company any unearned commissions at the same rate that commissions were paid to Agent.
4. Company may offset any commissions due Agent from Company against any other balances owed by Agent to Company.

5. Agent understands and agrees that there may be an appointment fee charged by the state for which the Agent is liable. Agent explicitly authorizes the Company to deduct this amount in full from the Agent's first commission amount due.

6. Suspension of Authority:

Company may suspend Agent's authority to bind, write business, increase exposure on an existing policy, or accept premiums from insureds by notifying Agent in writing of such suspension.

7. Termination:

Either party may terminate this Agreement by giving the other party sixty (60) days written notice.

This Agreement is terminated automatically, without notice when:

1. Agent does not have a valid and active license to do business as an insurance agent in the Authorized State.
2. There is any change in ownership or control of Agent.
3. Agent commits an act which is unethical and/or unlawful in the sole discretion of the Company.

8. Upon Termination of This Agreement:

1. Agent's authority under this Agreement ceases.
2. Agent will return all manuals, forms, and any other property furnished to the Agent by the Company.
3. Agent owns the right to expirations as long as all amounts owed to Company have been paid and Agent continues to have a valid and active license. Company will provide Agent with a written statement of amounts owed. If that amount is not paid with fifteen (15) days, Company owns the expirations. Any amounts due from Agent to Company will be offset from any amounts due to Agent.
4. If termination is because Agent is not licensed to sell insurance, Company may appoint another agent to service the business produced under this agreement and any expirations will be transferred to the Company.
5. Policies will continue in force to normal expiration, unless cancelled according to policy terms.
6. If required by law to do so, Company will offer renewal of expiring policies and any commissions on such policies shall belong to the Company.

9. Premium Accounting:

1. Agent will remit all premium and fees due Company on a gross basis.
2. Company will prepare a statement of premiums written and commissions due Agent and mail it to Agent not later than the 15th day of each month, with a check for any commissions due Agent.
3. Omission of any item from a monthly statement shall not affect the responsibility of either party to account for and pay all amounts due the other and it shall not prejudice the rights of either party to collect such amounts.

10. Fiduciary Responsibility:

Funds received by Agent, as premiums for insurance written under this agreement, shall be held by Agent in a fiduciary capacity in trust for Company. Company shall have a first lien on such

funds. Company may deduct the amounts owed by Agent to Company from any compensation or amounts due Agent from the Company.

Any and all insurance records maintained in the ordinary course of business, including but not limited to executed insurance applications, photographs, documents necessary to secure premium discounts in accordance with underwriting criteria etc., shall be held by Agent in a fiduciary capacity for the benefit of the Company. Agent agrees that it will, at Company request, deliver to Company at Agent's expense, any and all insurance records of any insured placed for coverage by Agent through Company. Agent agrees to fully cooperate with Company by promptly providing it any and all records retained by Agent, whether said records are requested as part of an audit, to adjust a claim or for any other purpose in the Company's sole discretion. This provision shall apply whether the subject underlying insurance policies are in force, expired, cancelled or otherwise terminated. Agent agrees to fully indemnify Company for any loss, liability or expense incurred by Company as a result of Agent's failure to promptly deliver any document(s) and record(s) set forth herein to Company.

11. Indemnification:

Company shall indemnify and hold Agent harmless for any liability, loss, damage, judgment, action, expense, and attorney's fees Agent sustains due to any representations, acts or omissions on Company part or Company failure to comply with the terms of this Agreement. Agent shall indemnify and hold Company harmless for any liability, loss, damage, judgment, action, expense, or attorney's fees Company sustains due to any representations, acts or omissions on Agent's part, or failure to promptly deliver to Company the records provided in paragraph 10 or Agent's failure to comply with the terms of this agreement. This includes, but is not limited to, Agent's failure to promptly forward applications and premiums or to comply with restrictions on Agent's binding authority as set forth in our underwriting guidelines. This indemnification shall apply to any judicial, arbitral or administrative proceeding and shall survive the termination of this Agreement.

12. Arbitration:

If irreconcilable differences of opinion arise as to the interpretation of this Agreement, the difference shall be submitted to arbitration, one arbitrator to be chosen by Company, one by Agent and an umpire by the two arbitrators. The arbitrators and umpire shall be active or retired disinterested officers of fire and casualty insurance companies or insurance agencies authorized to transact business in the Authorized State.

If either party fails to name its arbitrator within thirty (30) days after receiving the written request by registered mail, return receipt requested, of the other party to do so the latter shall name both arbitrators and they shall select an umpire as stipulated herein.

If the two arbitrators fail to agree upon the selection of an umpire within thirty (30) days following their appointment, each arbiter shall name three nominees, of whom the other shall decline two, and a decision shall be made by drawing lots.

The arbitrators are relieved from all judicial formalities and may abstain from following the strict rules of law. They shall interpret this Agreement as an honorable engagement, and their decision shall be final and binding upon both parties.

Each party shall bear the expense of its own arbitrator and shall jointly and equally bear the expense of the umpire and other expenses of the arbitration. Any arbitration shall take place in Duluth, Georgia or the Authorized State if required by law, unless otherwise mutually agreed.

13. Miscellaneous:

This Agreement:

1. Contains the entire understanding between Agent and Company;
2. Supersedes all previous agreements, whether oral or written;
3. May not be altered or modified except in writing;
4. May not be assigned or transferred by either party without the prior written consent of the other party; and
5. Shall be governed by and interpreted under the laws of the Authorized State. Any provision in this Agreement that is contrary to the controlling law is deemed to be amended to bring it into compliance with that law. The judicial determination that any section of the agreement is unenforceable shall in no way impair or affect the validity or enforceability of any other provision of this agreement.

In the event Company should not insist upon strict compliance with any of the terms of this agreement or any provisions contained in Company' underwriting guidelines, such failure shall not constitute a waiver or relinquishment on our part to insist upon such compliance at any other time or times.

The obligations and duties of this agreement are fully performable in Authorized State.

All payments to Company shall be made to the processing office of Company.

Company

Dean White – President

Date

Agency

Date

Owner

Date

_____/____

SCHEDULE OF COMMISSIONS

Private Passenger Automobile Insurance:

- A. Monthly direct bill premium (premium does not include any of the fees) 15.00% commission.
- B. If new monthly policies are in excess of forty (40) per month an additional commission of \$5.00 per new policy will be paid to the agent in additional to the commission above.
- C. If new monthly policies are in excess of one hundred (100) per month an additional commission of \$1.00 per LGIA renewal policy during that same month will be paid to the agent in additional to the commission above.