



BROKERAGE AGREEMENT

This Agreement entered into this _____ day of _____ by and between

(Agency Name) (Address) (City, State, Zip), hereinafter referred to as Broker and Sirius Insurance Agency LLC (Environmental Division), hereinafter referred to as the Company, for the submission of applications for insurance policies provided by the Company.

Broker and the Company hereby agree as follows:

1. Broker warrants that it holds a valid insurance producer license issued by the appropriate jurisdiction for any insurance application submitted to the Company and all other licenses required to do business hereunder and that Broker intends to place business with the Company in compliance with the laws and regulations applicable to the placement of such business with non-admitted carriers.
2. Broker acknowledges that it is not the agent of and has no authority to bind the Company. Broker further warrants that it is the agent of the insured and acknowledges that the Company bears no agency responsibility to the insured.
3. Broker may submit insurance applications to the Company however the Company is not obligated to accept such submissions, nor to provide quotations, nor to bind coverage.
4. Broker is authorized to collect premium on behalf of the Company for insurance policies bound pursuant to this agreement. Broker shall be entitled to receive a commission on such premium at the commission rate set forth in the Company's quotation that is the subject of the insured's order to bind.
5. Broker shall return to the insured, on a pro rata basis, commissions on canceled policies or on any return premium at the same rate as such commissions were originally paid.
6. Broker shall have the authority to issue Certificates of Insurance.
7. Broker agrees to keep complete records and accounts of all transactions pertaining to this agreement and to permit the Company to inspect all records pertaining to business transacted under this agreement upon reasonable notice.
8. Broker agrees to maintain Errors & Omissions coverage for itself and those for whom it is responsible in the amount of one million dollars (\$1,000,000) and upon request will provide the Company with evidence thereof.

9. Broker shall not advertise in any way the name of the Company or the Company's affiliated companies without the prior written consent of the Company which may be withheld for any reason.
10. Broker hereby agrees to indemnify and hold the Company, its parent, affiliated and subsidiary corporations and its officers, directors, employees and agents harmless from any and all claims, losses, costs, expenses, deficiencies, liabilities, obligations or damages (including related counsel fees) resulting from Broker's acts or omissions for which Broker is legally liable.
11. This agreement shall become effective when signed by both parties and a copy of the Broker's Insurance Producers license and Tax I.D. # is submitted with this agreement. This agreement supersedes all previous agreements whether oral or written.
12. This agreement may be terminated by either party at any time upon giving 10 days written notice of termination but such termination shall not alter in any way the continued application of this agreement to policies in effect as of the date of such termination and Broker shall continue to provide support and service on all policies in effect at termination.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day, month and year set forth above.

Broker: _____
By: _____
Title: _____
License #: _____
Tax I.D. #: _____
Date: _____

Company: Sirius Insurance Agency, LLC (Environmental Division)
By: _____
Title: _____
Date: _____