

AGREEMENT BETWEEN
NATIONAL FLOOD INSURANCE, LLC

AND

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between **NATIONAL FLOOD INSURANCE, LLC**, a Florida Corporation, hereinafter referred to as “**NFI**” and

With their principal office

at:_____

hereinafter referred to as “PARTNER AGENCY”.

WHEREAS, the Partner Agency would like NFI to place insurable business with and for acceptance by admitted carriers in compliance with the laws, rules, and regulations, pertaining thereto regarding the placement of such business; and the Partner Agency warrants that he/she is an independent contractor duly licensed by the Department of Insurance, State of _____ and authorized through NFI to promote and present applications for coverage.

WHEREAS, NFI agrees to allow a commission on such business, if and when placed, in accordance with a commission schedule as shall be agreed upon by both parties from time to time.

WHEREAS, the Partner Agency is a _____ (state in which business is conducted) insurance agency or agent who wishes to participate in the sale of insurance programs underwritten by NFI. Partner Agency is considered an independent contractor and not an employee of NFI and is free to represent other companies as the Partner Agency shall consider appropriate. Employees of the Partner Agency who solicit and submit applications to NFI shall be duly licensed by the State of _____.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Partner Agency shall actively maintain a Multiple Line insurance license as required within the State of _____. The Producer shall supply a copy of such license to NFI at or before the time of execution of this Agreement, and shall notify promptly of any license change, termination or cancellation of its Multiple Line license for any reason whatsoever.

2. The Partner Agency warrants and represents to NFI that the Partner Agency now has in force and effect a valid

and binding contract of liability insurance covering the Partner Agency for damages occasioned by errors or omissions alleged to have been caused by the Partner Agency. The Partner Agency further warrants and represents that the premium for said policy has been fully paid and that the Partner Agency shall keep such policy, or one similar thereto, in full force and effect at all times during the continuance of this Agreement, in limits of not less than \$1,000,000.

3. The Partner Agency shall provide a Certificate of Insurance evidencing the Partner Agency's errors and omissions insurance policy to NFI at or before the time of execution of this Agreement and annually thereafter, and shall notify NFI promptly of any change, termination or cancellation of such insurance policy for any reason whatsoever.

4. The Partner Agency shall give no indications, quotations or binders on NFI's behalf, without first receiving notice from NFI of its terms, conditions, rates and limitations on each and every presentation made by Partner Agency, or without prior written binding authority from NFI.

5. The Partner Agency shall have no authority to bind any coverage or make any changes in the terms and conditions of any flood insurance policy submitted through the NFIP. Unmodified ACORD Certificates of Insurance may be issued by the Partner Agency and a copy must be sent to NFI.

6. The Partner Agency shall not be liable to NFI for the payment of all premium items and as indicated by the NFI underwriter for direct bill items. Non-payment by the Partner Agency of the account shall result in immediate suspension of this Agreement. Premiums collected on or on behalf of NFI will be forwarded to NFI offices within seven (7) business days.

7. The Partner Agency shall refund to NFI any and all unearned commission caused by cancellations or reduced premium endorsements, at the same rate at which commissions were originally allowed Partner Agency. Such refund shall be paid to NFI within thirty (30) days after Partner Agency is advised of the cancellation or reduction adjustment and NFI rules and regulations with respect to cancellations would be fully applicable.

8. Any interim or final additional premiums developed by audit or under a reporting form policy shall become the sole responsibility of the Policyholder for collection and payment. Any exception to this will be subject to approval by NFI's underwriting manager.

9. If the Partner Agency shall extend credit to any insured, it shall be at the Partner Agency's sole risk and premiums shall be paid to NFI by the Agent when due, whether or not they are collected by the Partner Agency and whether or not the Partner Agency has extended credit to the insured.

10. The National Flood Insurance Program, (NFIP) rules with respect to policy cancellations will be applicable.
11. The renewal/expiring policies are not automatically renewed and Partner Agency agrees to furnish updated applications and information necessary to secure renewal quotations from NFI.
12. Both parties agree that all of the flood insurance business placed through NFI shall become and hence remain a part of NFI's Book of Business. Partner Agency, in placing business under this Agreement, recognizes that he is a representative of the insured and is not acting as an agent or representative of NFI or its companies. The Partner Agency and NFI recognize that during the term of this Agreement, each may possess certain confidential information about the business of the other. Therefore, the parties agree that all such information shall be held in confidence and that neither party will divulge such information to any third party without the express written consent of the other.
13. This Agreement may not be changed or modified except in writing and signed by the parties hereto.
14. This Agreement may be terminated at any time by either party, upon thirty (30) days written notice to the other party, sent by Registered or Certified Mail, Return Receipt Requested. Such termination, however, shall in no event affect the respective rights or liabilities of either party accruing up to the date of termination.
15. The parties hereto agree that this Agreement shall not become effective until accepted by NFI and, when accepted, shall supersede all previous agreements, whether oral or written, between the parties.
16. It is specifically understood and agreed that notwithstanding anything to the contrary herein set forth, this Agreement shall not be interpreted or construed so as to compel NFI to accept or place all or any of the business offered to it by the Partner Agency.
17. Notwithstanding any other provision of this Agreement and as a special consideration of the execution of this Agreement by NFI, the Partner Agency agrees for him or herself, or if a corporation, by it and its principals individually, that it will hold NFI, and NFI's agents, servants and employees free and harmless, and indemnify them from such and every claim of alleged errors and omissions caused by, or related to, the acts of the Partner Agency, its agents, servants, principals and employees, including legal fees, costs and disbursements that may reasonably be incurred by NFI in the defense of such claim or claims to the full extent thereof, with interest thereon, until paid.
18. NFI and Partner Agency both jointly agree that this Agreement shall be governed and construed in accordance with the laws of the State of Florida.

COMMISSION SCHEDULE

The standard commission paid on all lines of business for **new** and **renewal** policies is:

- **13%** on the first \$2,000.00 (two thousand dollars) of premium and **5%** on the premium over \$2,000.00, when NFI's commission received is 20%+
- **10%** on the first \$2,000.00 (two thousand dollars) of premium and **5%** on the premium over \$2,000.00, when NFI's commission received is 15%+
- **7%** on the first \$2,000.00 (two thousand dollars) of premium and **5%** on the premium over \$2,000.00, when NFI's commission received is 10%+
- Excess policies or Excess portion of a policy is **5%**.

IN WITNESS WHEREOF, both parties hereto have signed this Agreement this _____ day of _____, 20____,

Witness

Partner Agent: _____

Witness

BY: _____
Title

Agreement accepted and effective at Melbourne, Florida, this _____ day of _____, 20____,

NATIONAL FLOOD INSURANCE, LLC

Witness

BY: _____
President

Witness

Addendum to Agreement between
National Flood Insurance, LLC (NFI) and

("Partner Agency"), dated _____

This Addendum is attached to, and forms part of the Agreement between NFI and the Partner Agency.

THE FOLLOWING PROVISIONS ARE ADDED TO THE AGREEMENT:

1. The Partner Agent is required to provide all necessary and accurate information required for NFI to underwrite each policy. This includes, but is not limited to:
 - Complete Property Address
 - Building original date of construction
 - Ownership and occupancy of the risk (or intended ownership and occupancy of the risk, if a change is imminent)
 - Elevation Certificates (when required)
 - Prior policy declarations (when applicable)
 - Desired coverages

Property photos are also desired, but not absolutely mandatory.

2. If NFI should discover that accurate and complete information has not been provided by the Partner Agent, NFI shall notify the Partner Agent that the quoting process will not commence (or will cease) until accurate and complete information has been provided to quote the risk properly.

3. At the point of sale, the Partner Agent shall provide contact information for the insured to NFI, so that underwriting information can be verified, and so that NFI can communicate with the customer for the purposes of servicing and retention of the policy.

Agreement accepted and effective at Melbourne, Florida, this _____ day of _____, 20____,

NATIONAL FLOOD INSURANCE, LLC

PARTNER AGENCY

BY: _____

BY: _____

President

TITLE: _____