

BROKER PLACEMENT AGREEMENT

This AGREEMENT effective this ____ day of _____, 20__ between Buttine Underwriters Agency, LLC., hereinafter referred to as the "Underwriting Manager" and _____ of _____,

(City)

(State)

(Zip)

a duly licensed Insurance Agent, Broker, Surplus Lines Agent or Broker or Insurance Agency, hereinafter called the Producer.

WITNESSETH: In consideration of the Underwriting Manager placing insurance risks that have been submitted by the Producer, and for the mutual promises and convents hereinafter ser forth, the following is agreed:

1. MAINTENANCE OF PROPER LICENSE:

The Producer warrants to Underwriting Manager, that Producer is properly licensed to operate as an insurance agent or broker in accordance with applicable state insurance law. The Producer acknowledges that applicable surplus lines requirements for placing coverage with non-admitted insurers are understood and that Producer shall remain in compliance. The Producer or Underwriting Manager shall be fully responsible for the payment of surplus lines taxes, fees and filing of required affidavits or other documents to the proper authorities.

2. PRODUCER'S AUTHORITY ON BEHALF OF THE UNDERWRITING MANAGER:

The Producer acknowledges Producer is the agent applicant and is not an agent of the Underwriting Manager. The Producer acknowledges and accepts that Producer has no authority, express or implied, to make any representations or warranties on behalf of the Underwriting Manager, or to bind the Underwriting Manager to any agreement or to act on behalf of the Underwriting Manager in any other manner without prior written approval from the Underwriting Manager.

3. ERRORS AND OMISSIONS COVERAGE:

The Underwriting Manager agrees to maintain errors and omissions insurance with a limit at least \$10 million. The Producer agrees to maintain errors and omissions insurance with a limit of at least \$1 million and agrees to provide proof of such insurance upon request. Both parties agree to maintain this insurance coverage for the duration of this agreement.

4. FIDUCIARY AND PREMIUM OBLIGATIONS:

The Underwriting Manager agrees it shall set forth the applicable payment terms in each quotation that is provided, and the Producer agrees to abide by such terms.

The Producer agrees that it shall hold in a fiduciary account all monies collected while acting in the capacity of Producer for Underwriting Manager in accordance with applicable state insurance laws. If law requires Producer to obtain written permission of the insurer before depositing such funds in interest bearing or investment accounts, the Producer accepts responsibility for requesting and obtaining such permission from Underwriting Manager. Permission granted by this provision may be withdrawn at any time by written notice.

5. CANCELLATION OF POLICIES:

No insurance contract may be returned to the Underwriting Manager by the Producer for a flat cancellation unless it is returned and in the hands of the Underwriting Manager prior to the inception or effective date of the contract. Earned premium shall be computed and charged on every contract cancelled after inception in accordance with the provisions of the contract.

Cancellation as a result of payment default under any premium finance plan shall be considered as having been requested by the Insured. Return premiums shall be calculated in accordance with the appropriate Short Rate Tables or as indicated in the insurance contract. Producer shall return the appropriate portion of commission retained in accordance with such calculation.

6. CLAIMS:

The Producer shall immediately notify the Underwriting Manager in writing of all claims, and notices of loss and agrees to cooperate fully with the Underwriting Manager to facilitate the investigation, adjustment, settlement and/or payment of any claims.

7. ADVERTISING:

The Producer shall not advertise, circulate or use any circular in any way mentioning the name of the Underwriting Manager or any of its affiliate corporations without obtaining, in writing, the Underwriting Manager's prior approval.

8. COUNTERSIGNATURE AND LICENSING:

The Producer shall maintain all necessary resident and/or nonresident insurance license and appointments. Where applicable, the Producer agrees to act as a countersignature agent.

9. CANCELLATION OF THIS AGREEMENT:

This Agreement shall terminate automatically if any public authority cancels or declines to renew the Producer's license or Certificate of Authority.

This Agreement shall terminate automatically on the effective date of sale, transfer or merger of the Producer's business.

This Agreement shall terminate immediately upon either party giving written notice to the other in the event of abandonment, fraud, insolvency or gross and willful misconduct on the part of such other party.

This Agreement shall terminate upon either party giving at least thirty (30) days advance written notice to the other. This does not cancel responsibility or obligation of both parties to comply with the terms of this Agreement or the terms of the policies written while the Agreement was in force. In the event either party fails to fulfill responsibilities agreed to in this contract, the other party shall have the right to terminate this agreement immediately.

10. TAX IDENTIFICATION NUMBER:

The Producer affirms its current valid Tax Identification Number ("TIN") is _____ and agrees to hold Underwriting Manager harmless for any tax liability incurred as the result of commissions paid to or withheld by Producer and reported under the "TIN" stated herein.

11. INTERPRETATION OF AGREEMENT:

The Underwriting Manager and the Producer agree that this Agreement was and shall be constructed to have been offered from, accepted in, and subject to the laws of the State of New York, or other state that shall have an interest in such agreement.

12. APPLICATION OF AGREEMENT:

This agreement shall apply to current policies already placed and in force at the date hereof and all future policies, which may be placed by the Underwriting Manager for Producer.

PRODUCER:

ATTEST:

(Producer firm)

BY: _____
(Signature) (Date)

UNDERWRITING MANAGER:

ATTEST:

(Underwriting Manager)

BY: _____
(Signature) (Date)