
**NonProfits' United Vehicle Insurance Pool
Brokerage Agreement**

This agreement is effective on the _____ day of _____, 2011, by and between NonProfits' United Vehicle Insurance Pool, a California nonprofit public benefit corporation, hereinafter referred to as "NPU VIP", and the Broker indicated below:

Broker: _____

Address: _____

City, St, Zip: _____

Broker's License No.: _____

Tax I.D. No.: _____

Hereinafter referred to as "Broker"

NPU VIP is willing to accept brokerage on the terms hereafter stated:

1. Initial solicitation of prospective VIP Members will be the primary responsibility of Broker. Broker will use best efforts to solicit prospective Pool Members and will submit completed applications for membership to the NPU VIP.
2. Broker will furnish NPU VIP with evidence of errors and omissions insurance coverage with a minimum amount of \$1,000,000 each claim/aggregate with a carrier satisfactory to NPU VIP. Broker will maintain such insurance at Broker's sole expense.
3. Broker represents and warrants that Broker is duly licensed as an insurance broker by the California Department of Insurance (or State of Domicile) and will furnish NPU VIP with a copy of said license. Broker agrees to maintain such license in good standing during the term of this Agreement. Broker agrees to notify NPU VIP immediately if for any reason such license lapses or is suspended or revoked by the licensing agency.
4. NPU VIP and Broker agree that Broker is an independent contractor under this Agreement and not an employee of NPU VIP. This agreement confers no power upon Broker to bind any insurance with NPU VIP.
5. NPU VIP agrees to pay Broker a Commission for each Member approved for coverage by NPU VIP according to NPU VIP's current schedule at the time of inception of coverage or in the case of renewal, at the current schedule at the time of renewal. NPU VIP will not be responsible for any expense whatsoever incurred by the Broker in the solicitation or maintenance of the Member's account.

6. NPU VIP will pay Broker a commission on new Members written and on renewing Members within 30 days after the full annual premium is received by NPU VIP. Broker understands and agrees that commissions are paid on a sliding scale based on the total premiums written by Broker for NPU VIP members. The more premiums written by Broker, the higher the commission percentage (not to exceed 15%). By signing this Agreement, Broker agrees to abide by the commission payment policy in effect at the time this Agreement is executed and as amended from time to time by NPU VIP in NPU VIP's sole discretion. In the event of cancellation of a member policy by the Broker or cancellation by NPU VIP for nonpayment of premium, the Broker agrees to refund to NPU VIP, within 30 days after notice of cancellation of policy, any unearned commission previously received by Broker.
7. NPU VIP will make final adjustments for any additional commissions due Broker or owed to NPU VIP at the end of the Member's term of coverage.
8. Information provided to Broker by NPU VIP regarding NPU VIP's underwriting criteria or calculations, and similar information, is proprietary and confidential and shall not be disclosed by Broker to any insurance carrier or competitor to NPU VIP without NPU VIP's written consent. Both parties hereto recognize that if Broker hereafter fails to comply with the restrictions imposed upon it under this Agreement, NPU VIP will not have an adequate remedy at law. It is agreed that under such circumstances, NPU VIP, in addition to any other rights which it may have, will be entitled to injunctive relief to enforce any such restrictions and obligations, and that in the event any actual proceedings are brought in equity to enforce any such provision, Broker will not raise as a defense that there is an adequate remedy at law. Nothing in this Agreement will be construed to prohibit NPU VIP from pursuing any other available remedies for such breach or threatened breach, including recovery of damages from Broker.
9. Broker agrees to defend, indemnify and hold harmless NPU VIP and its officers, directors, members, employees, agents, and contractors, without limitation, from and against any and all claims, liabilities, injuries, losses or damages caused in whole or in part by any actual or alleged negligence, act, omission, error or other wrongdoing of Broker and/or its directors, officers, owners, employees, agents, contractors, and vendors.
10. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other reasonable relief to which it may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the appropriate court in the County of Sacramento, State of California, for any proceeding arising hereunder.
11. This Agreement will be governed, construed and interpreted under, and in accordance with, the laws of the State of California.

12. The Agreement will terminate automatically, without notice, in the event the Broker's license or authorization to engage in an insurance business is terminated or suspended by any public authority or process of law.
13. The Agreement will terminate automatically on the effective date of the sale or transfer of the Broker's business or its consolidation with a successor firm, unless prior written consent for such change is obtained from NPU VIP.
14. The Agreement may be terminated by either party, with or without cause, upon written notice to the other mailed or delivered not less than thirty (30) days in advance of the effective date of termination, subject to the provision of law requiring longer notice.
15. Upon termination of this Agreement for any reason, Broker will be entitled only to commissions payable and collectible on those contracts already signed and accepted by NPU VIP prior to the effective date of such termination, prorated through the date of termination of the policy.
16. In the event of termination by either party, the outstanding unexpired contracts of insurance shall be continued in force, subject to NPU VIP's normal underwriting standards, and NPU VIP and the Broker will continue to comply with the terms of this Agreement to permit the orderly servicing of such contracts of insurance until their expiration or termination.
17. NPU VIP agrees it will not solicit Members, however, NPU VIP will occasionally have direct contact with its Members for the purpose of providing or gaining information for marketing, risk management services, underwriting, and claims investigation. NPU VIP also agrees to inform the Broker of all conversations and correspondence which are material to the Broker/Member relationship.
18. Broker agrees to supply NPU VIP with driving records (MVRs) of drivers with each application/submission for coverage or upon binding coverage with NPU VIP.
19. Broker agrees that it will make its records available during regular business hours for audit by NPU VIP for up to three years after the date of final payment under this Agreement. NPU VIP agrees that such audit will be limited to those matters connected with the performance of this Agreement.
20. Broker agrees to return two signed copies of the Member Agreement within 30 days of binding coverage for any new or existing NPU VIP Member. If agreements are not returned within 30 days, NPU VIP will withhold Broker's commission until the Member Agreement has been received by NPU VIP and the full annual premium has been paid.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

NonProfits' United Vehicle Insurance Pool

By: _____ Date: _____
Signature Title

Broker: _____ (type or print name of Broker)

By: _____ Date: _____
Signature of Broker Title
