

# GLOBAL CENTURY INSURANCE BROKERS, INC BROKER AGREEMENT

3090 INDEPENDENCE DRIVE #244 LIVERMORE, CA 94551  
PHONE: 925 262-1900 FAX: 925 262-1901 EMAIL: [INFO@GHINS.COM](mailto:INFO@GHINS.COM)  
License# 0E52042

You are a retail broker, not a wholesale or special broker.

This Broker Agreement is made and entered into between Global Century Insurance Brokers, Inc. (GCIB) whose address is 3090 Independence Dr. #244 Livermore, Ca 94551.

AND

Brokerage Name		DBA	
Address			
City	State	ZIP	
Phone	Fax		
Email	Website		

With regard to the following facts:

- Broker desires to procure from time to time, for its clients, insurance coverage through the underwriting facilities of GCIB
- GCIB desires to make its underwriting facilities available to Broker during the term of this agreement and on terms and conditions set forth in this agreement.

**Now, therefore, the parties hereto agree as follows:**

**A. Limited Authority**

1. The broker acknowledges that (I) Broker has read (II) understands (III) agrees to the limitations contained in this Agreement and that no insurance submitted for consideration is effective until accepted by GCIB under the terms and conditions of this Agreement.
2. Broker shall have no authority to issue a binder or certificate in the name of GCIB or any "Company(s)" represented by GCIB.

**Any attempt to issue a binder or certificate by the broker is grounds for immediate termination of this Agreement by GCIB.**

**B. Term**

1. The term ("initial term") of this Agreement shall commence on the date inserted in the last paragraph of this Agreement and shall continue thereafter unless terminated pursuant to the provision of paragraph D-2 below. In the event that neither broker nor GCIB gives the notice set forth in paragraph D-2, this Agreement shall remain continuous.
2. Termination Agreement: This Agreement shall terminate and be of no further force or effect:
  - a. Upon the filing by or against Broker of a bankruptcy proceeding.
  - b. The failure of Broker or GCIB to cure any default hereunder within (10) ten days following written demand of the other.
  - c. At any time with or without cause and without penalty by either of the parties hereto by giving (30) thirty days written notice to the other at the address shown in this Agreement.

**C. Cancellation Policies**

1. No policy, binder or cover note will be canceled flat as GCIB shall be entitled to retain the full policy fee and minimum earned premium.
2. Notwithstanding the return of an original policy for cancellation, or cancellation by a premium finance company, cancellation will not be effective until sufficient time has elapsed for proper notice to mortgagees, loss payees, certificate holders, public regulatory bodies, etc., in cases where such notice is required.
3. Cancellation, unless requested by GCIB or by a premium finance company will be computed - on a standard Short Rate Table.
4. If cancellation is initiated by GCIB or by a premium finance company, return premium will be computed on a pro-rate basis.

Initials \_\_\_\_\_ Date \_\_\_\_\_  
Revised 09/2009

**D. Independent Contractor**

1. Nothing herein is intended or shall be deemed to constitute the Broker as an employee, agent or representative of GCIB.
2. The Broker expressly agrees that Broker and its employees and sub-producers who may solicit applications for Insurance cannot make any representations which are not explicitly set forth in the policies. The Broker will indemnify, defend with counsel selected by GCIB and hold harmless GCIB and all claims, judgments, settlements, loss, damage and expense, including attorney fees and costs of litigation investigation and appeal, which results from, or rises out of, any such unauthorized representation.

**E. Limitation of Broker**

1. Broker has no authority to investigate or settle claims but must notify GCIB immediately in writing upon receipt of a claim. The Broker agrees to have proper certification and follow the claims regulations set forth by the Department of Insurance.
2. Notice to broker of change in risk does not constitute notice to GCIB. Upon receipt of any such notice from an insured, or upon Broker otherwise learning of a change in risk, Broker must immediately notify GCIB in writing.
3. Broker shall not assign, transfer or convey any interest in this agreement.
4. Any change in ownership of Broker shall give GCIB the option of cancellation of Agreement.

**F. Broker's Warranty**

Broker warrants that he is properly licensed as a Fire and Casualty Broker in the State of Domicile. Should the Broker's license lapse or be revoked for any reason, the Broker shall immediately give written notice to GCIB and shall be cause for termination by GCIB of the agreement.

**G. Guarantee**

In the event the Broker under this Agreement is a corporation, it is further understood and agreed that the individual stockholders of the Corporation hereby unconditionally guarantee the full and timely performance of all obligations of Broker under this Agreement and any supplement or amendment.

**H. Prior Agreements**

All former contracts, agreements or understanding between the parties hereto relating to the business covered herein, if any, are hereby canceled and superseded by this Agreement.

**I. Investigation**

It is understood that as a part of GCIB procedure, inquiries may be made about Broker which will provide applicable information concerning character, general reputation and personal characteristics and Broker, hereby consents to such investigation. Upon written request by Broker, additional information as to the nature and scope of the report, if one is made, will be provided to Broker.

**J. Error & Omission**

1. Hold Harmless; Indemnity; Maintenance of Insurance Broker shall hold harmless, defend and indemnify GCIB, its partners and employees from any loss, cost, expense, liability or any other thing arising out of any claim of any alleged error or omission caused by or related to the acts or omissions of Broker, its agents, principals or employees, including any legal fees, costs and disbursements that may reasonably be incurred by GCIB in the defense of any such claim or claims to the full extent thereof, with interest until paid.
2. Broker shall take out and maintain professional liability insurance in form and substance satisfactory to GCIB with carriers acceptable to GCIB in a coverage amount of not less than \$1,000,000 per claim, which insurance shall name GCIB as an additional insured with respect to any insurance transactions contemplated in this Agreement, including but not limited to matters proceeding and following policy insurance. Evidence of such insurance satisfactory to GCIB shall be provided to GCIB at the inception of this Agreement and the continued maintenance of such Insurance by Broker shall be confirmed to GCIB by the carrier not less often than quarterly.

**K. Governing Law and Attorney Fees**

The laws of the State of California shall govern the validity and Construction of this Agreement. Venue of any action shall be in the City and County of San Francisco in the event of any litigation. The prevailing party in any litigation under this Agreement shall recover reasonable attorney fees.

**L. Restrictive Covenants**

With regard to any customer of Broker to whom any policy of insurance is provided pursuant to this Agreement, Broker shall not for a period of (1) one year from the date of termination of this Agreement and regardless of the cause of such termination place with any insurance carrier used by GCIB in the performance of its duties and obligations under this Agreement (including such insurance carriers affiliates, subsidiaries and related companies) any policy of insurance or coverage which provides the same or similar coverage, insurance and/or benefits as provided by GCIB pursuant to this Agreement.

**M. Liquidated Damages**

In the event of a breach by Broker of the restrictions set forth in Paragraph L herein, Broker shall as liquidated damages for such breach be liable to GCIB for an amount equal to (50) fifty percent of the gross commissions earned by Broker over a period of (3) three years from all insurance place in violation of Paragraph L. Notwithstanding this provision in the event of a breach of this Agreement by Broker GCIB reserves its right to such other legal and equitable remedies including without limitation, injunctive relief as may be appropriate.

**N. Agreement Binding GCIB**

The individual signing this Agreement on behalf of GCIB warrants that the principal terms of this Agreement have been approved by the \_\_\_\_\_ (title) in accordance with its governing documents and the laws of the State of California, and that, enforceable according to its terms.

**O. Personal Guarantee and Agreement Binding on Broker**

The individual(s) signing this Agreement on behalf of Broker warrant that the principal terms of this Agreement have been approved by the \_\_\_\_\_ (title) in accordance with governing documents and the laws of the State of California, and that, upon execution, this Agreement shall be binding and valid agreement of Broker enforceable according to its terms.

**P. General**

1. Upon receipt of the application or during the course of processing the application. We have the right to facilitate binding of the policy.
2. Should we conclude the process with the client directly, your commission will be forfeited.
3. We reserve the right to contact the client directly for the renewal if you have not done so within 15 days of the expiration date of the policy.
4. Disputes will be filed in the jurisdiction of our choosing.
5. Appointments for writing business are made on a line by line basis. Appointment to write one type of line does not guarantee authority to write another type of line.
6. The broker has no right to represent itself as Global Century Insurance or use the Global Century name, trademark logo for solicitation or other purposes.
7. All fees associated with sale of Global Century Products will be disclosed to Global Century Insurance and the client. Moreover, we reserve the right to verify such with the client directly.
8. The broker's responsibility is to notify Global Century Insurance of any changes to client's operations and promptly collect the associated premium.
9. The broker must provide a written notice immediately of the departure or arrival of any producer.
10. You are responsible for disclosing any sub-broker relationship. You must disclose whether your producers have done work previously with Global Century Insurance.

This Broker Agreement is null and void in the event of any loss or losses arising out of the non-disclosure of any sub-broker or sub-producer agreement and/or relationship by or on behalf of the Broker and any sub-broker or sub-producer, and Broker hereby agrees to defend, indemnify and otherwise hold Global Century Insurance Brokers, Inc and Global Hawk Insurance Company harmless from and against any and all such loss or losses.

In Witness Whereof, the parties have executed this Broker's Agreement on the dates herein below indicated, and the principals of Broker have personally guaranteed the obligations of Broker hereunder.

This Agreement is effective as of the \_\_\_\_\_ day of (month) \_\_\_\_\_ 20\_\_\_\_.

BROKER		GCIB	
Sign		Sign	
Print Name		Print Name	