

**ONLINE QUOTING
PRODUCER/BROKER AGREEMENT**

No. _____

BETWEEN:

LITCHFIELD SPECIAL RISKS, INC.

7016 Orizaba

El Paso, Texas 79912

San Antonio Office
1380 Pantheon Way, Suite #110
San Antonio, TX 78232

Albuquerque Office
6605 Uptown Blvd., NE Suite #370
Albuquerque, NM 87110

and

(hereinafter PRODUCER/BROKER) and Litchfield Special Risks, Inc.

Effective Date: _____

WHEREAS, Producer/Broker wishes to place business through Litchfield Special Risks, Inc. for acceptance by admitted carriers and/or non-admitted carriers in accordance with applicable laws and regulations; and

WHEREAS, Litchfield Special Risks, Inc. is willing to offer its facilities to Producer/Broker for placement of insurance by admitted and/or non-admitted carriers, all the foregoing in accordance with the laws and regulations pertaining thereto;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter expressed, the parties hereto, intending to be legally bound, agree as follows:

1. Litchfield Special Risks, Inc. shall have the exclusive determination as to what submissions to receive and place and shall have complete discretion in accepting or refusing such submissions.
2. Producer/Broker represents and warrants that it is properly licensed in accordance with the insurance laws of any state where the insured is located or where Producer/Broker conducts business.
3. All premiums, taxes and fees collected from insured's and which are to be paid to Litchfield Special Risks, Inc. shall be held by Producer/Broker in a fiduciary capacity/Trust Account and in accordance with applicable state law and shall not be commingled with Producer/Broker's other funds. Producer/Broker shall remit all premiums immediately through E-Check or Credit Card (Visa-MasterCard only). Litchfield Special Risks, Inc. reserves the right to make specific exceptions to payment terms when, in the sole exclusive judgment of Litchfield Special Risks, Inc., circumstances or conditions require earlier payment of a transaction, in which case Producer/Broker will be notified of the revised payment terms. Litchfield Special Risks, Inc. shall have the right to offset any amounts due Litchfield Special Risks, Inc. from Producer against amounts due Producer by Litchfield Special Risks, Inc.
4. Insurance issued or bound by Litchfield Special Risks, Inc. on behalf of the Producer/Broker is not subject to flat cancellation. Producer/Broker hereby guarantees the payment of all premiums, taxes and fees due Litchfield Special Risks, Inc. on any insurance bound of written hereunder, whether or not Producer/Broker has been paid by any insured. Any credit extended by Producer/Broker to any insured or others for whom policies are being issued shall be at Producer/Broker's sole risk. If the Producer/Broker does not make payment to Litchfield Special Risks, Inc. when due, Producer/Broker understands that Litchfield Special Risks, Inc. or its-Companies, without limitation of its other remedies, reserves the right to cancel policies for non-payment of premium. Nothing herein shall limit the right of Litchfield Special Risks, Inc. or companies to cancel any contract of insurance issued hereunder in accordance with any other cancellation provisions of such contract.

5. With respect to additional premiums developed under audits, Producer/Broker agrees to exert all reasonable efforts to collect such premiums from the insured. If such premiums are uncollected and the unpaid account is returned within (30) days after receipt by Producer/Broker, with evidence that Producer/Broker has made a reasonable and responsible effort to collect said premiums and if the carrier issuing the policy agrees to undertake direct collection efforts thereafter, Litchfield Special Risks, Inc. shall return said accounts to the carrier for collection. Producer/Broker shall receive no commission on audit policies returned for direct collection.
6. Producer/Broker agrees to report immediately to Litchfield Special Risks, Inc., with full details, any fact, occurrence or incident that may result in a loss or claim. Producer/Broker shall forward all documents and cooperate fully with Litchfield Special Risks, Inc. in the investigation and adjustment of any claim, if requested.
7. Producer agrees to keep complete records and accounts of all transactions and shall permit Litchfield Special Risks, Inc. and its companies to inspect all records pertaining to business transacted under this Agreement.
8. Producer/Broker agrees to maintain errors and omissions coverage for itself and those for whom it is responsible with limits of at least \$1,000,000 and to provide Litchfield Special Risks, Inc. with a certificate of insurance, indicating such coverage.
9. Producer/Broker understands and agrees that Litchfield Special Risks, Inc. is under no obligation to give Producer /Broker advance notice of the expiration of any insurance coverage's which Producer/Broker has procured from time to time through Litchfield Special Risks, Inc. In the event that Litchfield Special Risks, Inc. does not render advance notice of expiration, Litchfield Special Risks, Inc. shall in no way incur any liability to Producer/Broker's client-insured or to any other third party.
10. Litchfield Special Risks, Inc. assumes no responsibility toward any policyholder or sub-producer with regard to the adequacy, amount or form of coverage obtained through Litchfield Special Risks, Inc.
11. Producer/Broker shall not advertise in any way the name of Litchfield Special Risks, Inc. or any Company or Underwriter represented by Litchfield Special Risks, Inc. without the prior written consent of Litchfield Special Risks, Inc.
12. Each party will defend, indemnify and save harmless the other party against any and all claims, suits, liabilities, losses, etc. arising out of or in any way resulting from the negligence or failure to perform its duties hereunder by the indemnifying party.
13. It is understood that Producer/Broker is an independent contractor and this Agreement does not permit Producer/Broker to bind Litchfield Special Risks, Inc. or any Company or Underwriter represented by Litchfield Special Risks, Inc. Producer/Broker is not the agent of Litchfield Special Risks, Inc. or any Company or Underwriters represented by Litchfield Special Risks, Inc.
14. Both parties recognize the independent ownership by Producer/Broker of the insurance business covered by this Agreement. In the event of termination of this Agreement, the Producer/Broker having promptly accounted for and paid all premiums for which it may be liable, the Producer/Broker's records, use and control of expiration shall remain the property of the Producer/Broker and be left in its undisputed possession; otherwise, the records use and control of expirations shall be vested exclusively in Litchfield Special Risks, Inc.
15. This Agreement shall become effective when accepted by Litchfield Special Risks, Inc. and supersedes all previous agreements, whether oral or written. This Agreement shall apply to current policies already placed and in force as of the date hereof and all future policies which may be placed by Litchfield Special Risks, Inc. for Producer/Broker. This Agreement may be terminated by either party at any time upon the giving of written notice of such termination, but such termination shall not alter in any way the continued application of this Agreement to policies in effect as the date of such termination and Producer/Broker shall complete the collection of premiums and continue to provide claims support and service on all policies in effect at termination.

16. This Agreement constitutes the entire and exclusive understanding between the parties with respect to its subject matter and is to be construed in accordance with and be governed by the laws of the state of Texas, New Mexico, Arizona and Colorado where applicable.
17. Producer/Broker may not assign this Agreement without the written consent of Litchfield Special Risks, Inc. It shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assignee.

SIGNED on this _____ day of _____, 2009

by: _____
Signature Producer/Broker

Name Title

Accepted for Litchfield Special Risks, Inc. _____
Name Title

Date _____