

# STANDARD BROKER FEE AGREEMENT

Pursuant to California Insurance Code Section 1623

1. The parties to this agreement are \_\_\_\_\_  
("CUSTOMER") AND \_\_\_\_\_, California Department of  
Insurance License Number \_\_\_\_\_ ("BROKER").
2. CUSTOMER appoints BROKER as CUSTOMER'S insurance broker of record. Broker agrees to transact insurance on behalf of the CUSTOMER.
3. This agreement shall become operative on \_\_\_\_\_ (date), and shall continue in full force until terminated by either party.
4. BROKER agrees to provide the following services: [ \_\_\_\_\_ ]; PROVIDED, HOWEVER, that Broker makes no representation or warranty regarding: (a) the financial solvency, or ability to pay claims, of any insurer (or insurers) with whom CUSTOMER'S policies may be placed; or (b) the sufficiency of coverage or coverages in the policy or policies obtained for CUSTOMER.
5. CUSTOMER agrees to pay BROKER a broker fee for BROKER'S services. The full amount of the broker fee being charged by BROKER is \$\_\_\_\_\_ and [is] / [is NOT] refundable. BROKER also may be entitled to receive compensation from the insurer, directly or indirectly, for the CUSTOMER'S purchase of any insurance as a part of this agreement.
6. BROKER may in the future charge CUSTOMER, and CUSTOMER agrees to pay, additional fee(s) for the services listed below. The additional fees and services are:

<u>Service</u>	<u>Amount</u>
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7. Following are the nature and amount of all fees known to BROKER that will be charged by wholesale intermediary brokers, if any, in connection with placement of CUSTOMER'S insurance. These fees are not retained by BROKER.

8. General terms and conditions:

A) Assignment. No party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

B) Captions. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

C) Consent. The signatories to this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into this Agreement on behalf of the respective parties.

D) Dates. All deadlines or other time periods referenced in this Agreement that require or permit performance of any obligation within a specified number of days shall be calculated on a calendar-day basis. If the day for performance thereunder falls on a weekend or holiday, the deadline for performance shall be extended to the next business day.

E) Entire agreement, amendment, waiver. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings of the parties. No amendment or other alteration of this Agreement shall be binding unless executed in writing by the signatories to this Agreement. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

F) Fair meaning. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning.

G) Governing law. This agreement shall be construed in accordance with, and governed by, the laws of the State of California.

H) Indemnification. Each party to this Agreement represents, covenants and warrants that it will defend, save, protect, indemnify, and hold harmless the other party, and its respective officers, directors, and employees from any and all claims, demands, suits, or other process to the extent such claims, demands, suits, or other process arises out of their respective negligence or willful misconduct.

I) No agency created. Nothing in this Agreement is intended to create any agency relationship between BROKER and CUSTOMER. No authority is granted to either party to obligate or bind the other party to any contract, agreement, or obligation of any kind, or to make any representations or warranties, or to act on behalf of in any manner, without the express written authorization of the party to be bound.

J) No drafter. Neither party shall be deemed drafter of this Agreement, and each party hereto has reviewed, or had the opportunity to review, this Agreement with their own legal counsel.

K) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given on the date of service if served personally on the party to whom the notice is to be given, or on the third day after mailing if sent by facsimile and confirmed by U.S. Mail, mailed to the party to whom notice is to be given, by first class mail registered or certified, postage prepaid, and addressed as follows to the individuals listed below (or their successors):

Name  
Title  
(\_\_\_\_)  
Mailing Address  
City, State, Zip

Name  
Title  
CUSTOMER  
Mailing Address  
City, State, Zip

L) Savings clause. If any term or provision of this Agreement is held or construed to be invalid or unenforceable to any extent or application, then the remainder of this Agreement shall be valid and enforceable to the fullest extent and the broadest application permitted by law.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it as of the \_\_\_\_ day of \_\_\_\_\_ [ Month / Year ].

BROKER  
(Name)  
a California corporation

CUSTOMER  
(Name)  
a California corporation

By \_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title