



## NonProfits' United Workers' Compensation Group Brokerage Agreement

This agreement is made by and between NonProfits' United Workers' Compensation Group, hereinafter referred to as NPU WCG and the Broker indicated below:

Broker: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Broker's License No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

Hereinafter designated as "Broker".

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

1. Initial solicitation of prospective Group Members shall be the primary responsibility of Broker. Broker shall use its best efforts to solicit prospective Group Members and shall submit completed applications for membership to the Self-insurance Group and/or workers' compensation coverage directly to NPU WCG.
2. The Broker acknowledges that broker is responsible for all payables to NPU-WCG, return premiums, errors and omissions occurrences or claims and similar matters that relate to periods prior to conducting/brokering business with NPU WCG. Each party agrees to pay their own costs and expenses and to defend and hold the other party harmless there from; the Broker will furnish NPU WCG 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 WCG. Broker shall maintain such insurance at Brokers' sole expense.
3. Upon the termination of workers' compensation coverage by a Group member represented by the Broker, the Broker will be responsible for providing to the Group Administrator with the following: 1) proof of replacement coverage as mandated by the State of California, and 2) the Group Member's Certificate of Consent to Self Insure issued to the Group Member by the State of California.
4. In consideration of the commission allowed the broker on all premiums and additional premiums, the Broker agrees to refund commissions that were originally retained.
5. The Broker represents and warrants that Broker is duly licensed as a broker by the California Insurance Department (or State of Domicile) and agrees to maintain such license during the term of this Agreement. The broker agrees to notify NPU WCG immediately if for any reason such license lapses or is suspended or revoked by the Department. Promptly after the execution of this Agreement, and annually thereafter, the Broker will furnish NPU WCG with a copy of Broker's license.
6. NPU WCG and the Broker agree that the Broker is an independent contractor under the Agreement, and not an employee of NPU WCG.

7. This Agreement is binding upon the parties hereto and their respective successors by merger, sale, consolidation or reorganization. The Agreement is otherwise personal to the Broker and NPU WCG and cannot be assigned or delegated without prior written consent of the Broker or NPU WCG.

8. Both parties hereto recognize that if Broker hereafter fails to comply with the restrictions imposed upon him under this Agreement, NPU WCG will not have an adequate remedy at law. It is agreed that under such circumstances, NPU WCG, in addition to any other rights which it may have, shall 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 shall not raise as a defense that there is an adequate remedy at law. Nothing in this Agreement shall be construed to prohibit NPU WCG from pursuing any other available remedies for such breach or threatened breach, including recovery of damages from Broker.

9. The prevailing party in any proceeding brought under this Agreement shall be entitled to its reasonable attorneys' fees and the other costs of such proceeding from the losing party.

10. This Agreement shall be governed, construed and interpreted under, and in accordance with, the laws of the State of California.

11. Upon the 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 WCG prior to the effective date of such termination, prorated through the date of termination of the policy.

12. Broker agrees to fully defend, indemnify and hold harmless NPU WCG without limitation from any and all claims (whether founded or unfounded), liabilities, injuries, losses or damages caused in whole or in part by any actual or alleged negligence, error, omission, or other wrongdoing of Broker, or of anyone else on actual or ostensible behalf of Broker, save any such matters arising from NPU WCG's sole negligence or willful misconduct.

13. This agreement confers no power upon the Broker to bind any insurance.

This agreement is to remain in effect until cancelled by either of the parties by notice in writing to the other party.

By: \_\_\_\_\_  
NonProfits' United Workers' Compensation Group (Print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Broker (Print name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date