



1325 Franklin Ave, Suite 375
Garden City, NY 11530
Tel: 516.543.0411
NortheastCoverages.com
info@NortheastCoverages.com

Dear Broker,

Northeast Coverages Inc. is a New York based MGA/Wholesale Agency. We currently provide insurance coverage in eighteen states and as customer demand for our products increase, we intend to expand nationwide.

We offer superior service and knowledgeable, courteous and dedicated underwriters. Our professional staff is available to offer solutions that best fit your customers' needs.

If you are interested in placing your insured's insurance needs with us, please complete our appointment application and return to:

Northeast Coverages Inc.
1325 Franklin Ave. Suite 375, Garden City, NY 11530
Fax: 516.385.8855 / info@northeastcoverages.com

Please include:

- Copy of Broker Application & Questionnaire
- Copy of Independent Broker Agreement
- Copy of Agency and Individual License(s) for all states
- Copy of Errors & Omission declarations page

We look forward to building a professional and profitable business partnership with you.

Shawn Stanford

Chief Operating Officer
Northeast Coverages Inc.
Shawn@NortheastCoverages.com



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BROKER APPLICATION & QUESTIONNAIRE

Legal Agency Name _____

DBA _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____ Agency Type _____

Website _____ Date Established _____

SS# / Tax ID _____ # of Employees _____ # of Producers _____

Names & Addresses of all persons having ownership interest in agency (please notify us of additional):

Name of Owner #1 _____ Name of Owner #2 _____

Mailing Address _____ Mailing Address _____

City _____ State _____ Zip _____ City _____ State _____ Zip _____

Please list any companies or MGA's you place business with in order of premium volume:

Name _____ Under Writing Carrier _____ Yrs. _____

Name _____ Under Writing Carrier _____ Yrs. _____

Name _____ Under Writing Carrier _____ Yrs. _____

Name _____ Under Writing Carrier _____ Yrs. _____

Have you or anyone in your agency been sued concerning insurance related activities? Yes No
If yes, please explain:

Have you, your employees, or your agency been disciplined by any State Agency or Department of Insurance? Yes No
If yes, please explain:

Have any Error & Omission claims been made in the past 5 years against your agency officers, partners or owners? Yes No
If yes, please explain:

It is agreed that the statements on this application or any material submitted herewith are a true and accurate representation of the applicant and they shall be deemed material to the acceptance of the risk(s) from the brokerage by Northeast Coverages Inc. and acceptance is done in reliance upon the truth of said representation.

I have read and agree to the terms and conditions of the above questionnaire.

Signature

Date



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INDEPENDENT BROKER AGREEMENT

This Independent Broker Agreement made this _____ day of _____, 20____ by and between Northeast Coverages Inc. and its affiliates and/or subsidiaries, 1325 Franklin Ave, Suite 375, Garden City, NY 11530. Hereinafter referred to as “**NORTHEAST COVERAGES**” (a General Agency and/or Insurance Wholesale Brokerage) and:

Broker _____

Address _____

Licensee Name _____

License Number _____ State of _____

Hereinafter referred to as “**BROKER**” (“**NORTHEAST COVERAGES**” and “**BROKER**” collectively referred to as the “**PARTIES**”).

- **WHEREAS**, the **BROKER** desires to offer business to **NORTHEAST COVERAGES** and **NORTHEAST COVERAGES** desires to consider such offering, without obligation; and
- **WHEREAS**, the **BROKER** desires to represent certain applicants and insureds with respect to the offering of such business; and
- **WHEREAS**, **NORTHEAST COVERAGES** desires to represent the interests of certain insurers with respect of the offering of such business; and
- **WHEREAS**, the **BROKER** desires to effect and/or continue to effect insurance coverages for its clients through **NORTHEAST COVERAGES** with admitted and non-admitted insurance companies in accordance with the laws and regulations of the State wherein **BROKER** and/or Risk is located.

Now **THEREFORE**, in consideration of mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **REPRESENTATIONS**: It is hereby understood and agreed between the Parties that with respect to all business offered under this Agreement (1) **NORTHEAST COVERAGES**' client is the Insurer and not the applicant or the Insured; (2) **BROKER** is the representative of the applicant or the insured; and (3) no privity or other relationship approaching privity exists between **NORTHEAST COVERAGES** and the applicant or the Insured; (4) **BROKER** is a duly licensed **BROKER** (or State licensed Agent) pursuant to the State Insurance Laws of _____ where it is located and where it does business; (5) No Agency relationship exists between **BROKER** and **NORTHEAST COVERAGES**; (6) **BROKER** expressly agrees and acknowledges that **BROKER** is an independent contractor and not an employee or agent of **NORTHEAST COVERAGES**, and will not hold themselves out or claim to be employees or agents of **NORTHEAST COVERAGES**.

2. **PAYMENTS**: **BROKER** agrees to pay to **NORTHEAST COVERAGES** all premiums of any kind and deposits, if any, accruing on insurance written under this Agreement whether or not collected by the **BROKER** from the Insured. **BROKER** extends credit to his client at his own risk. The **BROKER** shall make payment of deposits upon binding of a risk and payment of premium, fees and costs within 30 days from the effective date of such item. The **BROKER** acknowledges that coverages effected by **NORTHEAST COVERAGES** at the request of **BROKER** are not subject to flat cancellation unless specifically agreed by **NORTHEAST COVERAGES** (and the Insurance Carrier) in writing. Policies/Binders will be cancelled short rate or minimum & deposit if applicable, unless otherwise specified. In no event shall cancellations become effective on a flat basis without prior Carrier written approval. Cancellations at the request of the insurance company for which coverage is affected will be on a pro rata basis. Fees charged, if any, in addition to premiums are the **BROKER'S** obligation and are fully earned at inception.

3. **AUDIT**: Additional Premiums remain the obligation of the placing **BROKER** to collect. If, however, within twenty (20) days of the audit effective date (as issued by the Insuring Carrier) the producing **BROKER** advises **NORTHEAST COVERAGES** in writing (receipt confirmed by **NORTHEAST COVERAGES** Underwriter or accounting department); that they have exhausted all means to collect the audit premium, then **BROKER** may request that **NORTHEAST COVERAGES** make a request to the Carrier to place the audit premium in direct legal collection by the Carrier. If **NORTHEAST COVERAGES** is relieved of the collection obligation, the **BROKER** will be relieved of the collection obligation as well.

4. **COMMISSIONS**: **NORTHEAST COVERAGES** shall pay the **BROKER**, as commission, a percentage of the premium on each policy written and paid for under this Agreement at the rate stipulated by **NORTHEAST COVERAGES**, provided, however, that where no commission is paid by the insurer to **NORTHEAST COVERAGES**, with respect to a policy, then no commission will be paid to the **BROKER** by **NORTHEAST COVERAGES** for that policy. The **BROKER** shall pay **NORTHEAST COVERAGES** a return for all unearned commission at the same rate as any return premiums, whether due to cancellations ordered or made by the insured or insurance company.

5. **COMMUNICATION AND TRANSMISSION**: **BROKER** covenants and agrees that **NORTHEAST COVERAGES** may fax or e-mail the **BROKER** endorsements, invoices, audits, policies, correspondence, solicitations-advertisements as defined by Federal law, including but not limited to information on new products, quotes and/or renewal reminders.



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6. **COOPERATION: BROKER** agrees to cooperate fully with **NORTHEAST COVERAGES** to facilitate the investigation and adjustment of any claim, audit or inspection when requested by either **NORTHEAST COVERAGES** or the insurance company that issued the affected policy.

7. **CANCELLATION RIGHTS:** Nothing in this Agreement shall be construed as limiting or restricting the right of **NORTHEAST COVERAGES** or the insurance company with which coverage has been placed to cancel any policy or policies or contracts of insurance issued under this Agreement.

8. **LACK OF AUTHORITY OF BROKER:** In no event, and under no circumstances whatsoever, shall **BROKER** have any authority to bind any insurance whether quoted by **NORTHEAST COVERAGES** or not, and this Agreement shall not be interpreted or construed to grant **BROKER** any such authority; **BROKER** has no express, implied or apparent authority to act on behalf of **NORTHEAST COVERAGES** or any insurance carriers represented by **NORTHEAST COVERAGES**. Nothing herein contained shall be construed as permitting **BROKER** to bind **NORTHEAST COVERAGES** or any insurance company with whom **NORTHEAST COVERAGES** places **BROKER'S** risks. Any and all binders or evidence of insurance **MUST** be in writing and signed by a duly authorized **NORTHEAST COVERAGES** Underwriter or Principal of **NORTHEAST COVERAGES**, or the insurance company with whom the risk is placed.

9. **SOLE AGREEMENT:** This Agreement comprises the sole and entire agreement between the Parties. Amendments or modifications to this Agreement shall not be binding unless made in writing and signed by both **NORTHEAST COVERAGES** and **BROKER**. This Agreement cancels, replaces and supersedes all previous agreements and understanding of any kind, whether oral or written. This is the sole agreement between the Parties and may be terminated by either party upon ten (10) days written notice of termination to the other. Such termination, however, will not affect the rights of the parties including but not limited to coverage, obligation to pay premiums, commissions and return commission as of the date of termination.

10. **EXECUTION:** Upon the signing of this Agreement by **BROKER** the terms hereof shall apply to all coverage now in effect or which may thereafter be placed by **NORTHEAST COVERAGES**. Execution of this Agreement signifies that each party has read and understands the entire Agreement. Each party represents and warrants that they had access to the advice of counsel of their choosing prior to execution of this Agreement.

11. **ENFORCEMENT:** Waiver by **NORTHEAST COVERAGES** of any obligation, or any breach of any provision of this Agreement shall **NOT** be deemed to be a waiver of any other obligation or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless and until the same shall be agreed to in writing executed by both parties.

12. **SEVERABILITY:** If this Agreement contains any provision which is determined to be unlawful or unenforceable, said provision shall have no effect on the remaining provisions of the Agreement which shall continue to be binding upon the Parties.

13. **BROKER'S ERRORS & OMISSIONS INSURANCES:** **BROKER** warrants and represents that as a material condition precedent to entering into this Agreement with **NORTHEAST COVERAGES**, **BROKER** will maintain Insurance Brokers Errors & Omissions insurance coverage (at **BROKER'S** expense) from a duly authorized Insurance Carrier with liability limits no less than One Million dollars (\$1,000,000.00). **BROKER** will forward to **NORTHEAST COVERAGES** a certificate of insurance and copy of the Declarations Page of the insurance policy required to be maintained by this Agreement. All insurance policies maintained as required by this Agreement shall be endorsed to provide **NORTHEAST COVERAGES** with sixty (60) days written notice of cancellation or non-renewal. Failure to maintain insurance as required by this Agreement shall constitute grounds for immediate termination of this Agreement. Upon renewal of coverage, **BROKER** will notify **NORTHEAST COVERAGES**, in writing, that said insurance has been renewed.

14. **INDEMNIFICATION:** To the fullest extent permitted by law, **BROKER** shall defend, indemnify and hold harmless **NORTHEAST COVERAGES** from and against any and all claims, demands, suits, causes of action, or other claims asserted against **NORTHEAST COVERAGES** arising out of **BROKER'S** performance of this Agreement, or by anyone acting by or on behalf of **BROKER**. **BROKER'S** obligation to procure insurance under this Agreement shall in no way affect or limit **BROKER'S** indemnity obligation to **NORTHEAST COVERAGES** which shall remain in full force and effect and survive the expiration and termination of this Agreement.

15. **TERM AND TERMINATION OF THIS AGREEMENT:** This agreement shall be in effect for a term of twelve (12) months from the date of execution by **NORTHEAST COVERAGES** ("term") at which it shall automatically renew for another twelve (12) month period unless terminated in writing by either party. However, this agreement may be terminated prior to its expiration by either party for any reason by providing ten (10) days written notice. In the event of a sale or merger of **NORTHEAST COVERAGES** during the term of this agreement, the successor company or buyer will retain **NORTHEAST COVERAGES'** obligations hereunder. **BROKER** shall have no right to assign its rights or delegate its obligations under this Agreement, except with the prior written consent of **NORTHEAST COVERAGES**. Any assignment or delegation made without **NORTHEAST COVERAGES'** consent will be deemed null and void.

16. **CONFORMITY TO STATUTE:** Any portions of this Agreement that are not in conformity with Federal, State or local laws are hereby amended to conform with those laws. However, this does not abrogate the remainder of this agreement.



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17. **CLAIMS:** It is the obligation of the **BROKER** to advise the insurer that issued any policy procured under this Agreement in writing, and receive confirmation of receipt by the insurer's claims department, immediately upon notice or knowledge of any claim or incident that may affect coverage or exposure under any policy procured by **NORTHEAST COVERAGES**. The **BROKER** is obligated to report all incidents directly to the insurer in an immediate and timely manner. The Insurer may have the right to deny coverage for late reporting of incident or claim.

18. **ACCEPTANCE OF INSURER AGREEMENT BY NORTHEAST COVERAGES AND BROKER:** This Agreement shall not become effective until signed by a duly authorized officer of **NORTHEAST COVERAGES**. Each signatory of this Agreement represents and warrants that he or she is duly authorized by the Party to execute this Agreement on behalf of the Party.

19. **MODIFICATION:** This Agreement may not be changed or modified except in a writing signed by both of the parties hereto.

20. **GOVERNING LAW:** The validity, construction, interpretation and legal effect of this Agreement shall be governed by the laws of the State of _____.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto, the day and year first above written.

BROKER

SIGNATURE & TITLE

PRINT NAME

DATE

NORTHEAST COVERAGES

SIGNATURE & TITLE

PRINT NAME

DATE

If **BROKER** is doing business as an individual, he must personally sign this Agreement in his own name and not in his name as a **BROKER**. If **BROKER** is a co-partnership, the Agreement must be executed by the firm and by each member of thereof in his individual capacity. If **BROKER** is a corporation, the President thereof must execute the Agreement. It is agreed that the **BROKER** must attach to the agreement a copy of its license, Errors and Omissions Policy and Tax ID number.