

BIIA

Service Representative Agreement

345 W. Freemason St., Norfolk, VA 23510

THIS AGREEMENT is made by and between the Building Industry Insurance Association, Inc. a Virginia corporation (hereinafter referred to as "BIIA"), and the Field Service Representative whose name and signature appear on the last page (hereinafter referred to as the "Service Representative").

WITNESSETH:

THAT the BIIA provides workers' compensation coverage to its insureds; and,

THAT, in an effort to reach all eligible businesses, BIIA desires to appoint service representatives to solicit appropriate businesses to place workers' compensation coverage through the BIIA and to participate in a sales and marketing program for this purpose; and,

THAT, the BIIA desires to contract with field service representatives to market and service the BIIA's **program (s)**; and

THAT, the Service Representative desires to represent and service the BIIA insurance **program(s)**; and,

THAT, the Service Representative warrants and represents it, and/or its employees, are licensed in the State of Virginia for the types of services contemplated under this Agreement in the State of Virginia; and,

THAT: In consideration of the mutual promises and covenants contained herein and the payment of service fees to the Service Representative by the BIIA, the BIIA and the Service Representative hereby agree as follows:

1. DUTIES, OBLIGATIONS AND LIMITATIONS OF AUTHORITY OF THE SERVICE REPRESENTATIVE:

The following conditions shall apply to the Service Representative, or to any of its employees, or to any agent(s) or solicitor(s) under your control hereafter referred to as "sub-producers") under contract with the Service Representative:

- a. This Agreement applies specifically to insurance **programs** or products, which are listed on the Service Fee Schedule(s), attached to this agreement as Exhibit A and made a part of the Agreement by reference.
- b. The Service Representative hereby agrees to maintain all production requirements as determined by BIIA.
- c. For as long as you are contracted to BIIA and licensed and in good standing with the appropriate state or federal regulatory authorities, BIIA hereby authorizes you to: (1) procure personally, and through sub-producers selected by you and approved by BIIA, applications for the coverages set forth in the Service Fee Schedule(s) attached to this Agreement, (2) collect the first premiums on such coverage in the form of a check made payable to BIIA
- d. The Service Representative, any sub-producers or Service Representative employees have no authority: to bind, make, alter, modify, or discharge any provision in any application, coverage agreement or policy or to extend any provision thereof; to extend the time for payment of premiums or deposits; to waive or extend any coverage obligation or condition of application; or, to incur any expenses or obligations whatsoever in the name of BIIA or on behalf of BIIA. The Service Representative has authority to issue certificates that reflect the coverages in effect, no alteration, extension, or reduction in coverage is authorized without the written permission of BIIA.
- e. The Service Representative is responsible for all expenses incurred by it or any sub-producers in the performance of this Agreement.
- f. The Service Representative hereby agrees to indemnify and hold BIIA harmless from all losses, expenses, costs, damages and liabilities resulting from unauthorized acts or transactions by the Service Representative, any employee, or sub-producer.
- g. The Service Representative agrees to ensure that all sub-producers and Service Representative employees will be

licensed, trained, and will be familiar with and understand the terms and conditions of the coverages and the supporting marketing literature made available by BIIA in connection with any of the coverages which the Service Representative or any sub-producers place under this Agreement.

- h. The Service Representative agrees to conduct its activities in a professional manner and in accordance with all laws and regulations in force in the State of Virginia and to abide by all present and future policies and instruction issued by BIIA
- i. The Service Representative agrees to exercise reasonable care and diligence to ensure that the coverages issued by BIIA under this Agreement are maintained current and in force. The Service Representative agrees that it is its responsibility to provide customary and reasonable post sales service to covered members and generally shall endeavor to promote the interests of BIIA as contemplated by this Agreement.
- j. The Service Representative and all sub-producers shall have no other powers or authority other than herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of powers or authority specifically mentioned herein.

2. TERRITORY AND ASSIGNMENT

- a. Unless the Service Representative is advised by BIIA in writing to cease marketing a particular program or coverage or to cease marketing business in a particular territory, the Service Representative may solicit and market business in any territory in which BIIA is authorized to operate and in which the Service Representative or its employees are licensed.
- b. The Service Representative's appointment is not exclusive in such territory and BIIA may appoint other producers in the territories at our discretion.
- c. BIIA reserves the right at any time to retire from any territory, and to discontinue or withdraw or amend any forms of policies or plans used in a territory without prejudice to our right to continue said forms in any other territory.

3. RELATIONSHIP

This Agreement shall not be construed to create the relationship of employer and employee between the Service Representative and BIIA. The Service Representative is and shall be considered an independent contractor.

4. ASSIGNMENT

No assignment of this Agreement or of compensation earned or to accrue thereunder shall be valid unless authorized in advance in writing by BIIA

5. MONEY RECEIVED IN TRUST; RECORDS; ERRORS AND OMISSIONS

- a. Monies received by the Service Representative or its employees for or on account of BIIA may not be used for any personal or other purpose whatsoever, but shall be deemed to have been received by the Service Representative as fiduciary in trust for BIIA and shall be remitted immediately to BIIA in accordance with its rules and instructions.
- b. The Service Representative and its sub-producers shall maintain errors and omissions insurance coverage in an amount not less than \$1,000,000 and will provide proof of the coverage to BIIA upon request.

- c. The Service Representative agrees to keep accurate and complete records and accounts of all transactions, and shall provide BIIA complete access and right to inspect and copy all records, vouchers, bank accounts, correspondence, and other information as they relate to this Agreement or coverage placed pursuant to this Agreement.

6. ADVERTISING

Only materials provided by BIIA shall be used in soliciting business. Neither the Service Representative, its employees or sub-producers shall print any material for publication or distribution, any advertisement, circular, statement, product illustration or any other document relating to the business or the standing of the BIIA unless the same shall have been previously approved in writing by an officer of BIIA.

7. COMPENSATION

- a. No compensation or financial benefits shall be payable that are not expressly provided in this Agreement or any service fee schedules attached to and made a part of this Agreement.
- b. Service Fees, Fee and Allowances
 - (i) The Service Representative's compensation shall consist of service fees earned on premiums paid on policies issued by BIIA on applications obtained by the Service Representative at the rates specified within this Agreement.
 - (ii) BIIA will forward to the Service Representative by the 20th of the month, one service fee check, which will represent all service fees payable for the Service Representative or any sub-producer for the previous month. It is the Service Representative's responsibility to allocate appropriate payments to sub-producers.
- c. Payment of all service fees shall be subject to the following conditions:
 - (i) BIIA reserves the right, for its convenience in accounting and administration, to withhold any payments less than \$25.00. The BIIA will accumulate, as credits, all service fees earned, which are less than \$25.00 until the amount due totals \$25.00, or more.
 - (ii) The Service Representative will be required to return service fees on any premium refunded by BIIA or any service fees paid in error. Service fees not immediately returned will become a debt owed to the BIIA by the Service Representative.
- d. BIIA reserves the right to change withdraw or introduce new plan forms, or changes compensation schedules, by notifying you in writing of such changes. Compensation for plans not scheduled herein and for any plan changes shall be determined in each case by BIIA and shall be deemed to be effective when announced by BIIA and the consent or concurrence of the Service Representative is not required.

8. TERMINATION

- a. Termination Without Cause

10. EFFECTIVE DATE AND MODIFICATION

This Agreement shall be effective _____, 20___. No Modification of this Agreement shall be valid unless made in writing by an officer of BIIA

- (i) Either BIIA or the Service Representative may terminate this Agreement by giving written notice to the other at least thirty (30) days prior to the termination date. Notice shall be mailed to the last known business address of the party to be notified.
- (ii) If the Service Representative is appointed as an individual or partnership, the permanent physical or mental disability or death of the Service Representative or a partner of the Service Representative shall terminate this Agreement. If the Service Representative is appointed as a corporation, the death of any principal officer or shareholder of the Service Representative shall not terminate this Agreement.

b. Termination for Cause

- (i) Upon failure of either the Service Representative or BIIA to perform any of its obligations or covenants hereunder, the other party may terminate and cancel this Agreement effective immediately upon providing written notice of such termination to the other party. Such notice shall specify the cause of termination.
- (ii) If the Service Representative is a corporation, upon the dissolution, bankruptcy or insolvency of the corporation, this Agreement shall immediately terminate.
- (iii) In the event of fraud or willful violation of any federal or state insurance law or regulation affecting all policies or coverage issued by BIIA, or misappropriation or withholding of funds, or any action taken or sanctioned by the Service Representative without BIIA's prior knowledge and approval which is designed to precipitate the cancellation or surrender of numerous policies or coverage issued by BIIA through the Service Representative's efforts, this Agreement shall immediately terminate.
- (iv) Upon termination hereof the Service Representative shall immediately pay to the BIIA all sums due hereunder and shall immediately deliver BIIA all rate books or computer data files, letters, records and supplies connected with the business, relating to BIIA, those materials being deemed to be the property of BIIA at all times.

9. PRIOR AGREEMENTS

This Agreement supersedes any prior agreement, written or oral, between the Service Representative and BIIA Service fee schedules for this Agreement and any subsequent changes to such Service Fee Schedules shall apply only to new applications submitted by and through the Service Representative after they become effective. If a prior agreement was in existence, it is hereby cancelled except that any service fees or service fees payable under said prior agreement should continue to accrue in accordance with the service fee rates specified in the service fee schedules in force at time of plan issue. Payment of such accrued service fees is subject to any liens, indebtedness, or assignments.

BIIA, INC.

By: _____

Title: _____

ACCEPTED BY:

SERVICE REPRESENTATIVE

Agency Name

Agency Mailing Address

Agency Street Address

Agency Phone

Agency Fax

Agency Fed Id #

Agency website or email address

Errors & Omissions Carrier, policy number and effective date

Signature (Officer of Agency)

Please print name and title

Date

Agency Number _____

ACH Authorization Form

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize Building Industry Insurance Assoc. Inc. (THE COMPANY) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

(Name of Financial Institution)

(Address of Financial Institution - Branch, City, State, & Zip)

(Signature)

(Date)

(Agency Name - PLEASE PRINT)

(Agency Address - PLEASE PRINT)

Email Address statement should be sent to: _____

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

These numbers are located on the bottom of your check as follows:

⑆ 123456789 ⑆ 1234567890123 ⑆
Routing Number Account Number