

CIS
CONSTRUCTION
INSURANCE
SERVICES, LLC

5949 Sherry Lane
Suite 1460
Dallas, TX 75225
(Main) 214-884-1800
(Fax) 214-884-1801

Construction Insurance Services, LLC BROKERAGE AGREEMENT

As used in this Agreement, Construction Insurance Services, LLC shall refer to any business unit or entity that may be affiliated through common ownership and/or managed by Construction Insurance Services, LLC as instrument for maintaining Producer relationships

Agreement between Construction Insurance Services, LLC

And _____

(Producer)

As Producer desires to place contracts of insurance through companies represented by Construction Insurance Services, LLC (those companies herein referred to as Insurer) and in consideration of Construction Insurance Services, LLC placing contracts of insurance of Producer's clients (referred herein as Insured and or Applicant) from time to time with an Insurer(s) and for mutual promises and covenants set forth in this document it is agreed as follows:

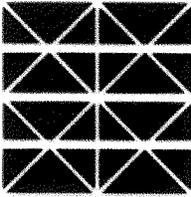
RELATIONSHIP Producer is an agent for the Applicant, and acts on behalf of the Applicant for insurance. This agreement or the relationship between the parties and their officers and employees is not intended, and shall not be construed, to create a partnership, joint venture or employment relationship between Construction Insurance Services, LLC and Producer. Producer is for all purposes an independent contractor and is not an agent, sub-agent, broker or representative of Construction Insurance Services, LLC or its Insurer(s).

LICENSING Producer warrants and represents that Producer is properly licensed to transact business as an agent or broker in accordance with the insurance laws, rules and regulations of each state in which Producer transacts business. Producer will maintain such license or licenses in good standing for the duration of this agreement and will furnish proof of such licensing with a copy of this signed Agreement. Producer will promptly notify Construction Insurance Services, LLC of any suspension, cancellation or disciplinary action in respect of its license(s).

LEGAL COMPLIANCE Producer shall not place an order with Construction Insurance Services, LLC for any excess or surplus lines insurance unless Producer shall have first complied with any applicable state laws requiring Producer to attempt to procure such insurance from insurers authorized to do business in the state of residence of the proposed Insured. The party responsible for the payment of surplus lines taxes shall also be responsible for full compliance with all relevant surplus lines laws of the pertinent state, including but not limited to, the collection and payment of surplus lines taxes, filing of affidavits, and providing the appropriate statutory and/or regulatory disclosure legends on all documents.

ERRORS AND OMISSIONS COVERAGE Producer warrants that Producer now has and shall maintain insurance agent's Errors and Omissions coverage with a Minimum policy limit of one million dollars (\$1,000,000) while this Agreement is in force and will furnish proof of such coverage with a copy of this signed Agreement. Producer will provide Construction Insurance Services, LLC with prompt written notice of any change, cancellation or termination of said Errors and Omissions coverage.

AUTHORITY Construction Insurance Services, LLC shall be the sole judge of whether to accept, reject, or submit to Insurer for acceptance any applications of insurance for risks submitted by Producer and shall incur no liability for failure to place any such risk. Producer shall have no authority to bind any Insurer for Construction Insurance Services, LLC, commit to or issue binders, policies or other written evidence of



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insurance on behalf of Construction Insurance Services, LLC or to make representations not strictly in accordance with the provisions of the quotes, binders, policies and contracts placed under the terms of this Agreement. Producer shall neither make, alter or vary any terms of coverage, or modify terms of payment of any premium or deposit, nor incur any liability for Construction Insurance Services, LLC's discretion until all payments have been made in full.

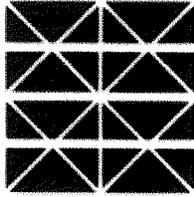
NO DOUBLE BROKERING Producer shall not act as an underwriter or broker (double broker) for any application or policy underwritten pursuant to this Agreement without the express written consent of Construction Insurance Services, LLC.

CLAIMS Producer shall immediately (not later than twenty-four (24) hours after receiving notice) notify Construction Insurance Services, LLC of any claims, suits or notices of loss (or circumstances which might reasonably be expected to result in a claim, suit or notice of loss) and shall cooperate fully with Construction Insurance Services, LLC to facilitate the investigation and adjustment any claim when and as requested by Construction Insurance Services, LLC. Producer has no authority to assign losses to be adjusted or negotiate or settle any loss on behalf of Construction Insurance Services, LLC or any Insurer(s) without the express written consent or permission of Construction Insurance Services, LLC and applicable Insurer(s). Producer shall not allow the insured to directly contact Construction Insurance Services, LLC.

DISCLAIMER Producer agrees that it is Producer's responsibility to service Producer's account and to inform Construction Insurance Services, LLC as to the type and amount of coverage to be considered for quotation. Producer understands that Construction Insurance Services, LLC assumes no responsibility toward any policy with regard to the adequacy, amount or form of coverage and agrees to indemnify and hold Construction Insurance Services, LLC harmless from any claim asserted against Construction Insurance Services, LLC in following the instructions of Producer. Construction Insurance Services, LLC is not an Insurer and does not guarantee the financial condition of the Insurer(s) with whom it may place risks. Construction Insurance Services, LLC shall have no liability for nonpayment of any claims due to the insolvency of any Insurer, or otherwise under contracts of insurance placed by Construction Insurance Services, LLC.

ADVERTISING Producer shall not cause any advertisement referring to or using the name of Construction Insurance Services, LLC or any of its Insurers, or issue or cause to have issued any letter, circular, pamphlet, or other publication or statement so referring, without the express written consent of Construction Insurance Services, LLC. In the event Construction Insurance Services, LLC suffers a loss or expense arising out of any unauthorized advertisement, publication or statement of Producer, then Producer shall be liable for and hereby agrees to indemnify Construction Insurance Services, LLC and hold Construction Insurance Services, LLC harmless from all resulting damages, fines, penalties and costs.

PRIVACY POLICY producer shall neither disclose nor use Nonpublic Personal Information (as that term and similar terms are defined in the Gramm-Leach-Bliley Act, 15 U.S.C. Section 6801 et. Seq. and the applicable state insurance laws and regulations enacted or adopted pursuant to the Gramm-Leach-Bliley Act) (the Act) that is received from or collected on behalf of Construction Insurance Services, LLC except as necessary to permit Producer to perform its duties under this Agreement, or as otherwise permitted or authorized under the Act. Producer shall also implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of such Nonpublic Personal Information.



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PREMIUM AND ACCOUNTS Producer guarantees the full payment to Construction Insurance Services, LLC of all Premiums due including deposit, earned, extension and adjustable premiums, fees, plus applicable state and local taxes, less commission, a percentage of the premium written at the rate agreed upon by Producer and Construction Insurance Services, LLC from time to time, Construction Insurance Services, LLC's billings may take the form of binders, invoices or statements. The net balance will be due and payable as indicated on such billings and may vary based upon the credit terms of the issuing company.

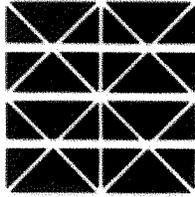
- A) *Producer's obligation to make, payment to Construction Insurance Services, LLC is not contingent upon the issuance of a policy or payment to the Producer by your client. Any credit extended to the Insured or others shall be at the sole risk and responsibility of Producer unless agreed to in writing by Construction Insurance Services, LLC.*

ADJUSTABLE PREMIUMS Notwithstanding anything to the contrary herein, in the situation where premiums for a policy or policies which have been issued cannot be fully determined in advance and where an adjustment or determination is made by an audit, retrospective rating or by interim reports, premiums are fully earned and due at the invoice date as evidenced by a Construction Insurance Services, LLC invoice. Producer will make all reasonable efforts to collect amounts due. Producer will be relieved of responsibility for audit premium, so adjusted or determined, if Producer notifies Construction Insurance Services, LLC in writing within twenty (20) days after said invoice date, stating that Producer has made diligent efforts and is unable to collect such premiums *provided the Insurer releases Construction Insurance Services, LLC for Liability for any such premium.* A copy of Producer's invoice to the Insured, as well as copies or correspondence pertaining to the collection, must be sent with this notification. Failure to give Construction Insurance Services, LLC timely notice shall constitute Producer's acceptance of responsibility to pay such premiums. If commission applies to these adjustments, none will be allowed to Producer on premiums collected directly by Construction Insurance Services, LLC or Insurer under this provision.

UNEARNED COMMISSIONS Producer shall be liable to Construction Insurance Services, LLC and shall pay return commissions at the same rate as originally allowed to Producer for all return premium adjustments or cancellations, including return premium on cancellations ordered or made by the Insurer or Finance Company. Such return commission shall be paid to Construction Insurance Services, LLC by the due date indicated on the invoice or billing statement. If a return premium becomes due under any contract of insurance and Construction Insurance Services, LLC has been issued a credit, or payment has been rendered, for such premium by Construction Insurance Services, LLC's Insurer then Construction Insurance Services, LLC will pay to Producer such return premium less the unearned portion of any commission previously retained by producer.

FINANCED PREMIUMS On all financed premiums Construction Insurance Services, LLC will remit payment for any return premium, less unearned commission, directly to Producer unless otherwise agreed to by Construction Insurance Services, LLC. The ultimate liability of Construction Insurance Services, LLC for payment to a Finance Company, Producer or Insured shall never exceed the amount of return premium less unearned commission developed. Producer agrees to hold Construction Insurance Services, LLC harmless from any responsibility for payment to Finance Company and further agrees that financing arrangements do not diminish the responsibility for the timely payment of premium by the Producer.

DIRECT COLLECTION If after the expiration sixty (60) days from the date liability was assumed by the Insurer, Construction Insurance Services, LLC has not received payment due for the applicable coverage, Construction Insurance Services, LLC may, at its option, collect from the Insured the premium due. In the event Construction Insurance Services, LLC collects the premium or any part thereof from the Insured,



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producer shall not be entitled to any commission on any premium so collected. Attempts by Construction Insurance Services, LLC to collect from the Insured shall not relieve Producer of liability to Construction Insurance Services, LLC except to the extent of amounts actually collected by Construction Insurance Services, LLC from the Insured, less the expense of such collection

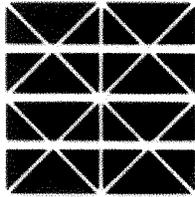
COLLECTION OF AMOUNTS In the event Construction Insurance Services, LLC shall have to bring any action or proceeding to enforce collection of any amount due under the terms of this agreement Producer agrees to pay all costs incident thereto, including reasonable attorney's fees and court costs incurred by reason of such action or proceeding.

FUNDS HELD IN TRUST Producer shall hold funds in a fiduciary account for business generated under this Agreement to the extent required by the insurance laws of each state in which Producer conducts business. Provided Producer is in compliance with all terms of this Agreement, Producer shall be entitled to any interest earned on said funds while so held by Producer.

CANCELLATION OF INSURANCE Producer must notify Construction Insurance Services, LLC immediately if a binder, policy or contract is to be cancelled. Construction Insurance Services, LLC will not recognize flat cancellations unless: (1) written evidence of coverage prior to inception date of the contract for insurance is provided; and (2) *such credit has been granted Construction Insurance Services, LLC by its Insurer*. Earned premium shall be computed and charged on every binder, policy or contract cancelled after the inception date in accordance with the cancellation provision of the applicable contract and/or rules of the Insurer. If Producer does not make timely payment of any sums due Construction Insurance Services, LLC then Construction Insurance Services, LLC may, without limitations of other remedies, initiate the Insurer to cancel the binder, policy or contract for non-payment. If coverage is bound with Construction Insurance Services, LLC all additional fees charged by Construction Insurance Services, LLC for the entire policy term shall be fully earned if the binder, policy or contract is cancelled. Producer deposits made directly to Construction Insurance Services, LLC's lock box for payment on a delinquent account will not constitute acceptance of these funds by Construction Insurance Services, LLC with regard to reinstating any policy being cancelled. Producer shall not accept from Insured the late payment of premiums with prior knowledge, whether actual or constructive, that the policy for which the late premiums have been collected is cancelled.

TERMINATION OF AGREEMENT This Agreement may be terminated with thirty (30) days notice by either party giving written notice to the other by certified mail; return receipt requested. The Agreement will also terminate: (1) automatically, if any public authority cancels or declines to renew Producer's license or certificate of authority; (2) automatically, on the effective date of the sale, transfer or merger of Producer's business with the provision that Construction Insurance Services, LLC may, upon review, appoint the successor as a Producer; or (3) immediately by either party because of fraud, insolvency, failure to pay balances, or willful or gross misconduct. All representations, warranties and obligations of Producer shall survive the termination of this Agreement.

After the date of termination of this Agreement, Producer shall complete the collection and accounting to Construction Insurance Services, LLC for all premiums, commissions and other transactions unaccounted for on the date of termination or arising thereafter in respect of outstanding policies of insurance, including but not limited to return premium and return commissions. Outstanding policies, subject to Insurer Permission, will be permitted to run to expiration.



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ALTERNATIVE DISPUTE RESOLUTION The parties to this Agreement hereby express that all disputes, controversies or claims of any kind and nature between the parties hereto, arising out of any or in any way related to this Agreement, its interpretation, performance or breach, shall be resolved exclusively by the following alternative dispute resolution mechanisms:

- 1) Negotiation- The parties hereto shall first engage in a good faith effort to negotiate any such controversy or claim by communications between them. Said negotiations may be oral or written. To the extent they are oral, they must be confirmed in writing.
- 2) Mediation- Should the above stated negotiations be unsuccessful; the parties shall engage in mediation pursuant to the American Arbitration Association Commercial Mediation Rules.
- 3) Arbitration- Should the above stated mediation be unsuccessful, the parties shall agree to arbitrate any such controversy or claim with the express understanding that this Agreement is affected by interstate commerce it's that the goods and services that are the subject matter of this Agreement, pass through interstate commerce. Said Arbitration shall be conducted pursuant to the American Arbitration Association Commercial Arbitration Rules.
- 4) The cost of the above stated mediation shall be borne equally between the parties. The cost of the above stated arbitration shall be borne by the party against whom an award is issued and in favor of the prevailing party. In either event, each party shall bear the cost of their own attorney's fees and costs.

The parties understand and agree that each of them is waving rights to seek remedies in court, including the right to a jury trial, the pre-arbitration discovery in arbitration proceedings, is generally more limited than and different from court proceedings, and that the arbitrators' awards is not required to include factual findings or legal reasoning, and either party's right of appeal or to seek modification of rulings by the arbitrators is strictly limited.

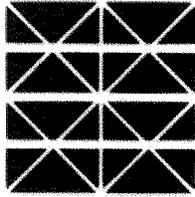
The venue for mediation and/or arbitration under this paragraph shall be in the city of Dallas state of Texas.

GOVERNING LAWS This Agreement shall be deemed to have been made and performed in Dallas, Texas and shall be governed by, construed and enforced in accordance with the laws of the state of Texas. The rights, duties and obligations of the parties to this Agreement to such extent that they are not dealt with specifically or by necessary implication in this instrument shall be in accordance with the customs prevailing in the surplus lines and special risks insurance business in the state in which the Producer is domiciled.

ENTIRE AGREEMENT This Agreement constitutes the entire Agreement between Construction Insurance Services, LLC and Producer and supersedes and replaces any previous agreements between Construction Insurance Services, LLC and Producer. No oral promises or representations shall be binding, nor shall this agreement be modified, except by agreement in writing and execute by Construction Insurance Services, LLC. This Agreement shall apply to current policies already placed through Construction Insurance Services, LLC and in force at the date hereof and all future policies which may be placed by Construction Insurance Services, LLC for Producer.

WAIVER OR DEFAULT Failure of Construction Insurance Services, LLC to enforce any provisions of this Agreement or to terminate it because of a breach hereof shall not be deemed to be a waiver of such provisions or of any breach committed by Producer.

SEVERABILITY If any clause or provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or



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any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Agreement shall be enforceable independently of any other provision unless expressed otherwise herein.

EXECUTION AND ACCEPTANCE OF AGREEMENT Producer acknowledges that a breach of any of the terms of terms, conditions, or provisions of this Agreement by the Producer may give rise to a cause of action by Construction Insurance Services, LLC against Producer and may result in action by Construction Insurance Services, LLC, including but not limited to, the termination of this Agreement, all in the sole discretion of Construction Insurance Services, LLC. Each individual who executes this Agreement in a representative capacity represents and warrants that he or she has the full right and power to execute this Agreement and to bind the entity or individuals on whose behalf he or she so signs. If the producer is an individual, the individual must sign; if the Producer is a partnership, one of the partners must sign; if the Producer is a corporation, an authorized officer must sign and indicate the title of such authorized officer. This Agreement shall not become effective until accepted by Construction Insurance Services, LLC.

PRODUCER: _____

BY: _____

TITLE: _____
 (Must be Owner, Partner or Authorized Officer)

WITNESS: _____

DATE: _____

Agreement Accepted and Effected by Construction Insurance Services, LLC

BY: _____

TITLE: _____

DATE: _____

Please complete, sign and return original Agreement along with the following:

- Copy of your **Insurance License issued by your state of residence**
- Copy of your **E&O Policy and Declarations Page**
- Completed **Confidential Producer Profile**

Please check one: LLC () Corporation () Partnership () Sole Proprietorship ()

Federal Tax I.D. Number: _____

Surplus Lines License Number: _____ (If applicable)