



455 S. 4th Street, Suite 444 • Louisville, KY 40202 • TEL 877.542.6254 • FAX 215.701.8719

BROKER AGREEMENT BETWEEN JEWELRY INSURANCE BROKERAGE OF NORTH AMERICA

AND

BROKER NUMBER	_____		
MANAGING PARTNER/PRINCIPAL	David Stricker		
AGENCY NAME	Independent Market Solutions, LLC		
MAILING ADDRESS	P.O. Box 690759, Orlando, FL 32869		
STREET ADDRESS	6675 Westwood Blvd, #360		
CITY, STATE, AND ZIP	Orlando, FL 32821		
PHONE	888-868-7544	FAX	888-876-7544
EMAIL	rsweat@sjlg.com		

This agreement made and entered into this 24th day of April, 2020 between Jewelry Insurance Brokerage of North America hereinafter referred to as the "GENERAL AGENT" and the above broker hereinafter referred to as the "BROKER."

1. POLICY PREMIUMS: The BROKER will be responsible to the GENERAL AGENT and to its companies for all premiums due. Premiums due includes the policy premium, state taxes, all tax filing fees, policy and inspection fees and earned premium on any and all binders issued at the request of the broker. Premiums due also includes any unearned commissions due the GENERAL AGENT on policies that have been cancelled.

2. PAYMENT OF POLICY PREMIUMS: Cash With Application – payment for full premium is due with application.

Account Current: the GENERAL AGENT will send the BROKER an accounting statement using all transactions for the statement month. This statement is payable in full no later than the 10th of the month it was received; example: the statement listing transactions for the month of January is due and payable in full no later than February 10th. Cancellation notices for nonpayment of premium will be sent on the 11th of the month if the payment is not received. Interest will accrue on the outstanding unpaid balance at the rate of 1.5% per month from the 1st of the month in which the balance first becomes due until the balance is paid in full. Deposit Premiums as required by GENERAL AGENT must be received within 5 days of the effective date of the policy.

3. BINDING: No risk is bound without specific authorization from GENERAL AGENT. Applications must be received by the

GENERAL AGENT prior to the proposed effective date. Any and all documents required by the GENERAL AGENT must be attached to the application when submitted. The GENERAL AGENT will only bind risks in states for which BROKER has appropriate valid state license.

4. DISCLAIMER: It is the responsibility of the BROKER to service his/her account and to inform GENERAL AGENT as to the type and amount of coverage to be considered for quotation. GENERAL AGENT assumes no responsibility toward BROKER, policyholder, sub-producer, or any other party with regard to the adequacy, amount, or form of coverage obtained through any insurance carrier.

5. OWNERSHIP OF THE BUSINESS: The GENERAL AGENT expressly recognizes the ownership of all business placed under this agreement by the BROKER. In the event of any premiums due the GENERAL AGENT at the termination of this agreement, the use and control of all expirations and renewals shall be the GENERAL AGENTS until all of the GENERAL AGENT'S interests have been satisfied.

6. CANCELLATIONS: The BROKER must notify the GENERAL AGENT immediately if a policy or binder is to be cancelled. No policy or binder will be cancelled flat. No cancellation on a binder or policy will be back dated. The BROKER is responsible for any

earned premium on a binder or policy if the premium has been collected from the insured. In the event a financed premium is cancelled and the premium has been refunded to the premium finance company, the **BROKER** must immediately refund any unearned commissions due to the **GENERAL AGENT**.

7. CLAIMS: The **BROKER** will report all claims and/or losses directly to the **GENERAL AGENT** as expeditiously as possible. The insured should not under any circumstances contact the **GENERAL AGENT**. The **BROKER** has no authority to assign losses to be adjusted nor may he negotiate or settle any loss on behalf of the **GENERAL AGENT** or its companies without the express written consent or permission of the **GENERAL AGENT**.

The **BROKER** agrees to cooperate fully at the request of the **GENERAL AGENT**, its companies, adjusting firms, or attorneys in the investigation, adjustment, settlement, or payment of any loss or claim.

8. CANCELLATION OF THIS AGREEMENT: This agreement may be cancelled at any time by either party giving 30 days written notice to the other, except for nonpayment of premium by the **BROKER**, in which case this agreement may be cancelled immediately by the **GENERAL AGENT**.

9. BROKER VIOLATION: In the event the **BROKER** violates this agreement, by failure to pay premiums due or by any other act or omission, he shall be liable for all costs and damages incurred by the **GENERAL AGENT** as a result of **BROKER'S** violation, including all court costs and reasonable attorney's fees.

10. GENERAL AGENT VIOLATION: In the event the **GENERAL AGENT** violates this agreement by any act or omission, he shall be liable for all costs and damages incurred by the **BROKER** as a result of **GENERAL AGENT'S** violation, including all court costs and reasonable attorney's fees.

11. RENEWALS: **GENERAL AGENT** will endeavor to notify the **BROKER** of renewals, but failure to do so shall impose no obligation or liability of any kind upon the **GENERAL AGENT**.

12. CORPORATE BROKER: If the **BROKER** is a corporation, the undersigned warrants and represents that he is the duly authorized

officer of such corporation and has the authority to execute the foregoing **BROKER** agreement.

13. EXECUTION IN COUNTERPARTS: This agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

14. PRIOR AGREEMENTS: This written agreement supersedes any existing agreements and all other previous agreements relating to the same or similar matters between the parties hereto.

15. DOCUMENT PROVISIONS: In the event that any one or more of the provisions contained in this agreement are held to be excessively broad as to duration, geographical scope, cost, activity, obligation, or subject, such provision or provisions shall be construed by limiting and reducing it as determined by a court of competent jurisdiction and shall be enforceable to the extent compatible with applicable law.

16. TEXT: Whenever used in this agreement, the singular number shall include the plural and the plural the singular, and the use of any gender shall be applicable to all genders.

17. GOOD FAITH: **BROKER** agrees to perform all duties and obligations to the best of his ability to honor the terms of this agreement.

18. TAX INFORMATION: If you file tax returns as a corporation, please furnish:

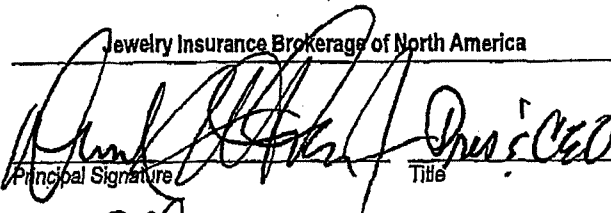
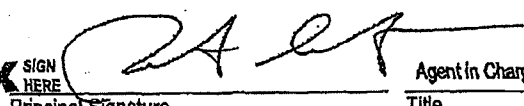

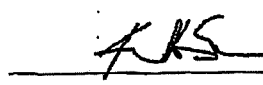
Independent Market Solutions LLC
Name of company as it appears on tax return

47-4165202
Federal Tax ID Number

If you file tax returns as an individual. Please furnish:

Individual name as it appears on tax return

Social Security Number

GENERAL AGENT		BROKER	
Jewelry Insurance Brokerage of North America		Independent Market Solutions, LLC	
	President/CEO		Agent in Charge
Principal Signature	Title	Principal Signature	Title
	4-27-20		04/24/2020
Witness Signature	Date	Witness Signature	Date