



INNOVATIVE INSURANCE SOLUTIONS, INC.

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BROKERAGE AGREEMENT

MUTUAL AGREEMENT between _____
and [Innovative Insurance Solutions, Inc.](#)

[Innovative Insurance Solutions, Inc.](#) (hereinafter referred to as IISI) has agreements with certain Insurers to underwrite and bind insurance contracts on the Insurers' behalf or to submit applications to the Insurers for underwriting consideration.

_____ (hereinafter referred to as "THE BROKER") desires to and may submit applications for insurance to IISI for consideration.

As of _____ THE BROKER and IISI agree to be bound by the following Conditions with respects insurance applications and contracts placed through IISI:

1. THE BROKER understands they are neither an agent nor a representative of IISI nor of any Insurer or other company used by or represented through IISI. THE BROKER agrees not to infer, or to represent, otherwise. THE BROKER may not use IISI's name or the names of its Insurers for advertising without prior written consent.
2. No authority is granted THE BROKER to bind IISI, or those Insurers represented by IISI, on any contract of insurance. No insurance contract is ever bound except in writing by IISI.
3. THE BROKER and IISI agree that once THE BROKER has requested a contract of insurance bound or put into effect, and such contract has, in fact, been bound or effected, the contract shall not be cancelled flat.
4. The commission for each insurance contract will be agreed upon on a specific insurance contract by insurance contract basis. THE BROKER agrees to immediately return to his source and/or the Insured any commission due arising out of a return in premium; said return commission shall be at the same rate agreed upon between THE BROKER and IISI at the outset of the specific insurance contract.



5. The premium for each insurance contract and for any endorsements and/or audits to said insurance contract, including any fees levied by IISI for the insurance contract, will be billed individually and are payable to IISI according to the terms specified on IISI's invoice.
6. THE BROKER is responsible and does guarantee to IISI to remit to IISI, when due, all premiums, fees or other monies, less the agreed commission stated in Item 4., above, due to IISI or IISI's Insurers on any insurance contract bound or put into effect at the request of THE BROKER whether said premiums, fees or other monies are collectible by THE BROKER or not. This guarantee also applies to additional premiums due on endorsements. This guarantee also applies to the absolute minimum fully earned premium that is part of the annual or term premium offering made by IISI at the time of IISI's consideration of THE BROKER's application if, per Item 3., above, THE BROKER had requested a contract of insurance bound or put into effect. This guarantee also applies to additional premiums developed by audit under the terms of the insurance contract, and, to "retroactive" premium adjustments under the terms of the insurance contract; unless such audits or "retroactive" adjustments are turned back to IISI, in writing, within forty-five (45) days of THE BROKER's receipt of said audit/"retroactive" adjustment.
7. Subject to any written notice or condition imposed by contract or by law, IISI will promptly cancel, at THE BROKER's request, any contract of insurance effected by THE BROKER with IISI. It is understood, should the premium(s) on any contract of insurance be financed by a firm, not part of THE BROKER's operation, and said finance firm requests cancellation, that IISI must consider this as request for cancellation of the contract of insurance by THE BROKER.
8. Unless stated otherwise on IISI's written premium offering, THE BROKER shall be responsible for filings and for payment of any applicable taxes and/or surplus lines fees on any contract of insurance where the Insurer(s) represented by IISI is, or are, non-admitted Insurers. This responsibility applies to both the Department of Insurance and, if any, Surplus Lines Association, or, other designee(s) as provided by the law(s) of the State of jurisdiction. This responsibility does not apply to (if any):
 - a. _____
 - b. _____
 - c. _____
 - d. _____
9. This Agreement may be cancelled at any time by either party hereto upon written notice to the other. It is agreed that commissions or return commissions shall be paid or allowed on additional premiums payable, or on return premiums, after the time of cancellation of this agreement; however, in the event IISI elects to cancel this agreement for violation of its terms by THE BROKER, THE BROKER relinquished all rights or claim to subsequent commissions or additional premium commissions insofar as such may be necessary to satisfy the interest of IISI under this Agreement. IISI recognizes THE BROKER's ownership of the insurance contract(s) placed under this Agreement.



10. THE BROKER hereby affirms that THE BROKER is licensed to transact insurance contracts as a property/casualty agent or broker and/or a surplus lines broker in states where THE BROKER does business. COPIES OF THE BROKER'S LICENSE(S) MUST BE ATTACHED TO THIS AGREEMENT.

11. IISI and its companies hereby expressly authorize THE BROKER to deposit in banks insured by the Federal Deposit Insurance Corporation and in savings and loans associations insured by the Federal Savings and Loan Insurance Corporation, under certificates of deposit or savings accounts, any and all premium funds collected by THE BROKER for and on behalf of IISI and companies. The interest, if any, which accrues on said funds shall belong to THE BROKER.

THE BROKER	_____	
	LEGAL NAME	
	_____	_____
	CITY	STATE
	_____	_____
	SIGNATURE	TITLE
	_____	_____
	PRINTED NAME	DATE

IISI	Innovative Insurance Solutions, Inc.	
	LEGAL NAME	
	Minden	Nevada
	CITY	STATE
	_____	_____
	SIGNATURE	President
	_____	TITLE
	Scot Duncan	_____
	PRINTED NAME	DATE