

REFERRAL AGREEMENT

This Referral Agreement is made by and between Starkweather & Shepley Insurance Brokerage, Inc. dba S&S Insurance Solutions of Florida (hereinafter referred to as "S&S"), a Rhode Island Corporation, with its office and principal place of business located at 13420 Parker Commons Blvd, Suite 105, Fort Myers, Florida and _____ (hereinafter referred to as the "BROKER"), currently of _____, _____, _____, _____.

WHEREAS, S&S acts as an Insurance Representative of companies in the placement of insurance, and the BROKER desires S&S to place insurance business with and for acceptance by admitted carriers represented by S&S in compliance with the laws, rules and regulations pertaining thereto regarding the placement of such business, and

WHEREAS, the BROKER desires S&S to place insurance with a wholesale broker in the Excess and Surplus markets, if there are no acceptable admitted carriers following a diligent effort on behalf of the respective client, and

WHEREAS, the BROKER certifies that any business which BROKER shall refer to S&S for placement involving persons or property situated in a state other than that of BROKER's domicile, will, if accepted, be effected only in accordance with the laws, rules and regulations governing such placement and not otherwise:

NOW THEREFORE, in consideration of the mutual covenants herein contained and in reliance upon the representations and warranties hereinafter set forth, the parties agree as follows:

1. S&S agrees to pay the BROKER commissions on insurance coverages only in regard to insurance business referred by the BROKER for placement with insurance carriers represented by S&S and/or through a wholesale broker on such insurance

business at 30% of total net commission paid by the insurer or wholesaler. Commissions WILL NOT be paid on any account under \$1500 in premium, until such time the account premium exceeds that threshold at renewal. Notwithstanding any other provision contained within this Agreement to the contrary, S&S reserves the right to unilaterally amend or modify said rate of commissions at any time immediately upon notice to the BROKER via first class mail at the BROKER's last address of record. In the event that such coverages are cancelled or modified (regardless of whether such cancellation or modification is instituted by the insurance company, the insured, a premium finance entity or by any other person or entity), the BROKER agrees to pay S&S return commissions on any return premiums at the same rate at which such return premiums are calculated. Such return commissions shall be paid to S&S within 30 days after the BROKER is advised of the cancellation or reduction adjustment.

2. S&S shall have the absolute right to decline any business referred by the BROKER and no provision of this Agreement shall be construed as permitting the BROKER to bind any risk which has not been authorized in writing by S&S. Furthermore, the parties hereto understand and agree that in no event, nor under any circumstances whatsoever, shall this Agreement ever be interpreted or construed to the effect that the BROKER may act as an authorized agent or employee of S&S, the insurer or their affiliates.

3. BROKER acknowledges that the BROKER is in possession of all insurance producer licenses in their domiciled state and under the applicable laws of any state in which BROKER business is transacted with S&S, as contemplated by this Agreement. BROKER shall keep said licenses in full force and effect during the term of this Agreement and shall annually provide S&S with copies of all said licenses.

4. The BROKER warrants and represents to S&S that the BROKER will maintain Errors and Omissions Liability Insurance Coverage during the term of this Agreement for damages occasioned by errors or omission alleged to have been caused by the BROKER

at a limit of at least \$1,000,000 (One Million Dollars). S&S shall have the right at reasonable intervals from time to time to require the BROKER to furnish proof of such coverage with a Certificate of Insurance.

5. The parties acknowledge that the BROKER is an independent contractor. Accordingly, the BROKER shall provide S&S with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification). S&S shall not be responsible for any income tax withholding or Social Security withholding on any payments made to the BROKER pursuant to this Agreement. S&S shall issue the BROKER Internal Revenue Service Form 1099 in regard to said payments when appropriate.

6. The Agreement is entered into solely between the BROKER and S&S. All insurance business referred by the BROKER for placement with S&S pursuant to this Agreement remains the property of the BROKER.

The BROKER shall indemnify and hold S&S harmless against claims, liabilities or costs which S&S may become obligated to pay as a result of loss caused directly by an error of the BROKER in the processing of any business placed and/or attempted to be referred by the BROKER with S&S.

S&S shall indemnify and hold the BROKER harmless against claims, liabilities or costs which the BROKER may become obligated to pay as a result of loss caused directly by an error of S&S in the processing of any business placed and/or attempted to be referred by the BROKER with S&S.

7. This instrument constitutes the entire Agreement between the parties and supersedes all previous agreements entered into between the parties hereto. All such previous agreements, whether oral or written, are hereby merged into this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed on this ____ day of _____, 2015.

S&S Insurance Solutions of Florida (S&S)

Mark I. Levine / President

("BROKER")

Starkweather & Shepley Insurance Brokerage Inc

Mark I. Levine / Vice President

Name / Title

By:_____

By:_____

Street Address

City, State, Zip Code

Telephone

Email Address