Rushmore Underwriting Managers, LLC
Rushmore General Agency of New York, LLC
RushmorePro Insurance Services, LLC
2385 NW Executive Center Dr., Suite 190
Boca Raton, FL 33431
Tel: (561) 455-2780

BROKER AGREEMENT

AGENCY QUESTIONNAIRE & ELECTRONIC POLICY DELIVERY AUTHORIZATION

AGENCY ______________________ PHONE ______________________

MANAGING PARTNER/PRINCIPAL ______________________ FAX ______________________

STREET ADDRESS ______________________

CITY, STATE, and ZIP ______________________

THIS AGREEMENT, by and between Rushmore Underwriting Managers, LLC, RushmorePro Insurance Services, LLC, and Rushmore General Agency of New York, LLC, independent wholesale insurance intermediaries, having its principal office at 2385 NW Executive Center Dr., Suite 190, Boca Raton, FL 33431 (hereinafter referred to as "Rushmore"), and ______________________ ______________________ (hereinafter referred to as "Broker").

EXPLANATORY STATEMENT

Broker and Rushmore wish to undertake a business relationship with each other. Accordingly, in consideration of the mutual covenants and obligations herein, Rushmore and Broker enter this Agreement.

☐ By checking this box, this Agreement will apply to all of the Broker's branch offices. Please provide Rushmore with the contact information for all branch offices, including the names of branch managers, addresses, telephone numbers, fax numbers, and email addresses.

1. INDEPENDENT AND NON-RELATED ENTITIES

a. Broker, in placing business pursuant to this Agreement, recognizes, acknowledges, and confirms that it is at all times a representative and agent of Broker's clients (also referred to herein as "the Insured"), and is not an agent, representative, or employee of Rushmore or any insurance companies represented by Rushmore (also referred to herein as "the Insurer"). Nothing herein is intended or shall be deemed to constitute Broker being an employee, agent, or representative of Rushmore or the companies and/or intermediaries Rushmore may use to place insurance coverages.

2. LIMITED AUTHORITY

a. No insurance is effective for Broker's clients unless and until specifically confirmed, in writing, by Rushmore.

b. Rushmore, in its sole and absolute discretion, shall determine whether to accept, reject, or submit to an Insurer for acceptance any applications of insurance for risks submitted by Broker, and Rushmore shall incur no liability for failure to place any such risk.

c. Broker shall have no authority to: (a) bind any Insurer for Rushmore; (b) commit to or issue binders, policies, or other written evidence of insurance on behalf of Rushmore; or (c) make representations not strictly in accordance with the provisions of the policies and contracts placed under the terms of this Agreement. Broker shall not make, alter, or vary any terms of coverage, or modify terms of payment of any premium or deposit. Broker shall not take any action that would incur any liability for Rushmore or for any insurance companies represented by Rushmore.

3. RESPONSIBILITY

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

b. Any and all premium collected by Broker is to be held by Broker on behalf of the Insured or third-party financing entity until it is remitted to Rushmore. Broker shall remit any premium collected on a policy of insurance procured through Rushmore in accordance with the express remittance instructions of Rushmore. Rushmore does not authorize Broker to retain any premium collected by Broker for the benefit of Rushmore or any Carrier (Insurer) represented by Rushmore.

c. The relationship between Rushmore and Broker shall not be affected by the insolvency, bankruptcy, or other financial condition of Broker, to the extent permitted by law.

4. COMPENSATION

a. On premiums billed to Broker, Broker shall be permitted to collect a commission on business placed on behalf of Broker's clients at a rate that shall be mutually agreed upon at the time of placement of the business. Broker shall return all unearned commissions that result from changes to the underlying policy premium, and Broker shall be permitted to collect commissions on additional premiums at the same rate, as mutually agreed upon at the time of placement of the associated policy. Notwithstanding any provision in this Agreement to the contrary, no compensation shall be payable to Broker after termination of this Agreement if Broker commits any act of fraud or malfeasance in the performance of its duties or obligations hereunder.

b. Commissions payable to Broker for policies direct billed by the Insurer shall be remitted to Broker on a monthly basis, in the same manner as collected by Rushmore.

c. Rushmore shall be solely responsible for any disclosures required of Rushmore to the Insured or Broker pursuant to the laws of the applicable jurisdiction, except that Broker shall forward any such disclosures to the Insured at Rushmore's request. Broker shall be solely responsible for any disclosures required of Broker to the Insured pursuant to the laws of the applicable jurisdiction.

5. PAYMENT OF PREMIUM

a. On every insurance contract placed for Broker, Broker shall be liable for the full amount of the premiums, fees, and applicable state and federal taxes, less commission, including but not limited to additional premiums charged under audits or retrospective adjustments earned and due at the time of cancellation of the related policy. Premiums also include any unearned commissions due Rushmore on policies that have been cancelled, minimum or earned premiums, or fully earned fees as specified in the insurance policy.

b. Rushmore's billings may take the form of binders, invoices, or statements. Payment of premium is not contingent on issuance of any binder, certificate, or policy. Broker is fully responsible for the timely collection and remission of premiums, fees, and applicable taxes from its clients earned and due at the time of billing. Payment due dates may vary based on the credit terms of the insurance carrier or intermediary used by Rushmore.

c. Broker warrants that all funds collected under this Agreement will be held in a fiduciary account as required by applicable state law(s), wholly separated from any operating funds, unless specifically allowed by state law, which may be an interest-bearing premium account, unless otherwise prohibited by law.

d. No policy may be canceled flat unless agreed to by the issuing insurance company.

e. Broker may be relieved of responsibility for audits which are uncollectible if Broker returns same to Rushmore within seven (7) days after the premium's due date to Rushmore. Broker's written request for direct collection shall include evidence of its reasonable collection attempts. Such evidence should include copies of invoices to the Insured and any related correspondence.

f. Disputed audits may not be returned for direct collection until the dispute is resolved. Disputes will be deemed resolved at the sole discretion of Rushmore or the issuing insurance company. Broker will not be paid commission on any audit returned for direct collection.

g. If Broker fails to remit premiums by the due date, Rushmore may, at its sole option, initiate direct collections against Broker's client on any outstanding premiums. Rushmore may cancel or non-renew a policy for non-payment of premium or take such other action as may be reasonably necessary to protect its interests if it notifies Broker five (5) days prior to taking such action.

h. Remittances are to be directed to the address indicated on the invoice. Payment of funds does not constitute coverage unless indicated by binder, policy, or endorsement. Rushmore is not obligated to accept any payment marked "paid in full" on disputed amounts, and expressly reserves the right to reject such payment, even if deposited by Rushmore.

i. Broker acknowledges Rushmore's right to offset Broker's compensation by any outstanding premiums or unearned commissions due from Broker if Broker fails to remit such items prior to the due date specified.

6. CLAIMS

a. Broker will report promptly to Rushmore any claims, suits, and/or notice of loss. Broker will cooperate fully to facilitate investigation and settlement of any claims as requested by Rushmore or the issuing insurance company. Rushmore will report to the Insurer any claim reported to it and will send Broker all information pertaining to such claim which Rushmore receives. Rushmore shall promptly relay to the Insurer any communications regarding claims by Broker or the Insured.

7. ATTORNEY'S FEES

a. In any action or proceeding brought by Rushmore to recover sums due from Broker under the terms of this Agreement, Broker agrees to reimburse Rushmore for all costs and expenses Rushmore incurs incident thereto, including Rushmore's reasonable attorneys' fees.

8. CANCELLATION OF INSURANCE

a. If Broker does not make timely payment of any sums due Rushmore, Rushmore, without limitation of other remedies, may initiate cancellation of the subject policies and/or accounts. Broker acknowledges that Rushmore or the issuing insurance company is under no duty to reinstate a policy if the policy is cancelled. Payments made directly to Rushmore on a delinquent account will not constitute acceptance of such funds by Rushmore, nor will such payments effect the reinstatement of any policy being cancelled. Unless expressly approved by Rushmore in writing, Broker shall not accept from the Insured any late payment of premium when Broker has prior knowledge, whether actual or constructive, that the policy for which the late premium has been collected is cancelled.

9. FINANCED PREMIUMS

a. On all financed premiums, Rushmore will remit payment for any return premiums, less earned commission, directly to the finance company. The ultimate liability of Rushmore for payment to a finance company, Broker, or the Insured shall never exceed the amount of return premium less unearned commission developed. Broker agrees that financing arrangements do not modify Broker's obligation to make timely payments of premium.

10. NOTICE OF EXPIRATION AND RENEWAL REQUESTS

a. Rushmore shall be under no obligation to give Broker advance notice of expiration of any policies of insurance. Renewal policies will only be placed upon written request from Broker and are subject to the terms and conditions available at that time. Rushmore shall not be liable for the inability to place coverage comparable to the expiring policy.

11. OWNERSHIP OF THE BUSINESS

a. Rushmore expressly recognizes the ownership of all business placed under this Agreement by Broker. In the event of termination of this Agreement, so long as Broker has promptly accounted for and paid all premiums for which it may be liable, Broker's records, and use and control of the expirations, shall remain the property of Broker and be left in its undisputed possession; otherwise, use of the records and control of only those expirations not accounted for and paid according to the terms of this Agreement shall be vested promptly and exclusively in Rushmore until all of Rushmore's interests have been satisfied.

b. This Agreement applies to current policies already placed through Rushmore and in force as of the date of this Agreement as well as all future policies which may be placed by Rushmore for Broker. Broker agrees to keep complete and accurate records and accounts for all policies placed through Rushmore and to permit Rushmore to inspect such records and accounts during normal business hours.

12. ADVERTISING

a. Absent Rushmore's prior written approval, Broker shall not generate or utilize any advertising containing: (a) the Rushmore name, logo, or derivatives thereof; or (b) the name of any insurance company represented by Rushmore. In the event Rushmore suffers any loss or expense arising from Broker's violation of this paragraph, Broker shall be liable for, and hereby agrees to indemnify Rushmore and hold Rushmore harmless from, any and all resulting damages, fines, penalties, costs, and attorneys' fees.

13. NO RESPONSIBILITY OR GUARANTEE

a. It is the responsibility of Broker to represent its clients and to inform Rushmore promptly as to the type and amount of coverage to be considered for quotation. Rushmore shall not have any responsibility or liability to Broker, the Insured, or any other person with regard to the adequacy, amount, or form of coverage obtained through any insurance company. Broker agrees to indemnify and hold Rushmore harmless from any claim or suit asserted against Rushmore as a result of Rushmore following the instructions of Broker. Rushmore is not an insurer and does not guarantee the financial condition of the Insurers with whom it may place risks. Rushmore shall have no liability for non-payment of claims due to the insolvency of an Insurer, or otherwise, under contracts of insurance placed by Rushmore.

14. ERRORS AND OMISSIONS COVERAGE

a. Broker confirms that it now has, and agrees to maintain, insurance agent's Errors & Omissions coverage, with a minimum policy limit of one million dollars ($1,000,000) for itself and those for whom it is responsible while this Agreement is in force. Broker will furnish proper evidence of such coverage upon request of Rushmore. Broker will provide Rushmore with prompt written notice of any change, cancellation, or other termination of its Errors & Omissions coverage. Rushmore represents that it carries appropriate Errors and Omissions coverage for itself and those for whom it is responsible. Upon written request, evidence of Rushmore coverage will not be unreasonably withheld.

15. HOLD HARMLESS

a. Broker agrees to indemnify and hold harmless Rushmore, its subsidiaries and affiliates, and their respective officers, directors, and employees, from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or in part, any act, error, or omission, whether intentional or unintentional, by Broker or its officers, directors, or employees, related to or arising out of the business covered by this Agreement, including, without limitation, any failure of Broker to comply with applicable local, state, or federal laws or regulations applicable to the performance of services hereunder.

b. Rushmore agrees to indemnify and hold harmless Broker, its subsidiaries and affiliates, and their respective officers, directors, and employees, from and against any and all liabilities, claims, suits, actions, demands, settlements, losses, judgments, costs, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from, in whole or in part, any act, error, or omission, whether intentional or unintentional, by Rushmore or its officers, directors, or employees, related to or arising out of the business covered by this Agreement, including, without limitation, any failure of Rushmore to comply with applicable local, state, or federal laws or regulations applicable to the performance of services hereunder.

16. ENTIRE AGREEMENT

a. This Agreement constitutes the entire agreement between Rushmore and Broker. No amendments or modifications will be effective unless made in writing by a duly authorized representative of both parties.

17. EXECUTION AND ACCEPTANCE OF AGREEMENT

a. This Agreement is effective upon signed and dated acceptance by Rushmore. This Agreement supersedes and replaces all prior agreements and arrangements between Broker and Rushmore related to the same or similar matters and constitutes the entire and exclusive Agreement between the parties. Each individual signing this contract warrants that he or she has the full authority to execute this Agreement.

18. TERMINATION OF THIS AGREEMENT

a. This Agreement may be terminated upon sixty (60) days' notice by either party immediately upon written notice to the other party. This Agreement shall also terminate automatically and immediately in the event of: (a) lapse, or revocation by any authority, of Broker's or Rushmore's license or certificate of authority; (b) the commission of any fraudulent act or willful, gross misconduct by either party; (c) either Party's insolvency or bankruptcy; (d) Broker's failure to remit promptly premiums or unearned commissions; or (e) Rushmore's failure to remit return premiums or earned commissions.

b. All representations and obligations of Broker herein shall survive the termination of this Agreement.

c. After the date of termination of this Agreement, Broker shall promptly complete the collection and accounting to Rushmore 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. In such case, Rushmore shall promptly account for and pay all earned commissions and return premiums unaccounted for on the date of termination, or arising thereafter in respect of outstanding policies of insurance.

19. EXECUTION IN COUNTERPARTS

a. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. CONFORMITY TO STATUTE

a. Any portions of this Agreement that are not in conformity with state or local laws are hereby amended to conform to those laws; however, this does not abrogate the remainder of this Agreement.

21. GOVERNING LAW; BINDING EFFECT

a. This Agreement shall be governed by, and construed in accordance with, the laws of Florida, without regard to its laws related to choice of law or conflict of law. The parties hereto consent to the exclusive jurisdiction and venue of the United States District Court for the District of Florida or the applicable state court of Palm Beach County, Florida, for any action that may be brought in connection with this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

22. MISCELLANEOUS

a. Word Forms. References in the Agreement in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders. All references in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

b. Non-Waiver. The waiver by Rushmore of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or as a waiver of any other provisions of this Agreement.

c. Electronic Policy Delivery and Communications. Broker authorizes Rushmore to deliver policies and correspondence by electronic mail to the Policy Delivery Email Address(es) identified in the Agency Contact Information section of this Agreement. Broker also agrees to receive communications from Rushmore by electronic mail and, where applicable, facsimile regarding products and services, as well as policies and policy documents, including endorsements, certificates, non-renewal notices, and cancellations. Broker shall add Rushmore to its "safe senders" list and promptly notify Rushmore in writing of any change to the designated email address(es). Broker may opt out of receiving such communications in accordance with any opt-out instructions provided by Rushmore or by notifying Rushmore in writing.

d. Headings. The article, section, subsection, and paragraph headings contained herein have been included for convenience only. They are not part of this Agreement and shall not be taken as an interpretation of any of its provisions.

e. Succession and Assignment. This Agreement shall be binding upon the parties hereto and is not assignable by Broker. This Agreement shall inure, however, to the benefit of Rushmore's successors and assigns, including, without limitation, successor corporations by way of merger or consolidation or any entity which purchases substantially all of the assets of Rushmore.

f. Effective Date of Agreement. This Agreement becomes effective upon the execution of the Agreement by both Broker and Rushmore.

SIGNATURE AND ACCEPTANCE

By signing below, Broker agrees to all terms of this Agreement, confirms that the information supplied in the Agency Questionnaire is complete and accurate, and authorizes electronic policy delivery as described in Section 22(c).

BROKER	RUSHMORE
BY:	BY: Jarrett Yanoff
TITLE:	TITLE: COO
SIGNATURE:	SIGNATURE:
DATE:	DATE:

FOR INTERNAL OFFICE USE ONLY
BROKER CODE

AGENCY QUESTIONNAIRE

Complete all applicable fields and return the signed agreement and supporting documents to compliance@rumins.com.

AGENCY CONTACT INFORMATION & ELECTRONIC DELIVERY

AGENCY NAME		**FEIN**	
DBA / ADDITIONAL ENTITIES			
MAILING ADDRESS			
MAIN PHONE		**MAIN FAX**	
PRIMARY CONTACT		**TITLE**	
POLICY DELIVERY EMAIL ADDRESS(ES)			

ELECTRONIC POLICY DELIVERY AUTHORIZATION (EPDS)

By signing this Agreement, Broker authorizes Rushmore to email policies and correspondence to the Policy Delivery Email Address(es) listed above. Broker agrees to add Rushmore to its "safe senders" list and to provide prompt written notice of any change to the designated address(es).

AGENCY PROFILE

Number of Years Doing Business:	
Errors & Omissions Carrier:	
Limits of Liability:	
Effective and Expiration Dates:	
Approximate Agency Annual Premium:	
Anticipated Volume:	
Crime Fidelity Carrier:	
Limit of Insurance:	
Effective and Expiration Dates:	
Lines of Business Currently Writing:	

Please check the states that your agency and/or producers are licensed.

** License copy or state website license detail must be submitted for states checked.*

***New York license must be a Broker line of authority. P&C is not acceptable.*

☐ Alabama	☐ Alaska	☐ Arizona	☐ Arkansas
☐ California	☐ Colorado	☐ Connecticut	☐ Delaware
☐ District of Columbia	☐ Florida	☐ Georgia	☐ Hawaii
☐ Idaho	☐ Illinois	☐ Indiana	☐ Iowa
☐ Kansas	☐ Kentucky	☐ Louisiana	☐ Maine
☐ Maryland	☐ Massachusetts	☐ Michigan	☐ Minnesota
☐ Mississippi	☐ Missouri	☐ Montana	☐ Nebraska
☐ Nevada	☐ New Hampshire	☐ New Jersey	☐ New Mexico
☐ **New York	☐ North Carolina	☐ North Dakota	☐ Ohio
☐ Oklahoma	☐ Oregon	☐ Pennsylvania	☐ Rhode Island
☐ South Carolina	☐ South Dakota	☐ Tennessee	☐ Texas
☐ Utah	☐ Vermont	☐ Virginia	☐ Washington

☐ West Virginia ☐ Wisconsin ☐ Wyoming

PROFESSIONAL AFFILIATIONS

ADDITIONAL OFFICE LOCATIONS

Please provide only if the box is checked on Page 1 of the Broker Agreement.

1.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
2.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
3.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
4.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
5.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
6.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
7.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
8.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)
9.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)

10.	NAME
	ADDRESS (number, street, and suite, city, state, and zip)

AGENCY PRODUCERS

List each licensed agent who will quote online through www.rushmoreunderwriters.com.

	NAME	E-MAIL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		