

endorsement premiums, taxes and all other charges for the time coverage is in effect on any insurance written through the facilities of CALCO, including return commissions, whether or not insured(s) or their brokers, pay Broker such premiums. Broker agrees that no flat cancellations shall be allowed. Broker agrees that consistent failure to send payments as outlined will result in termination of any binding consideration by CALCO on behalf of the broker, until the account is brought current.

8. Broker agrees to keep complete and accurate records of all account transactions, copies of licenses from retail brokers, copies of Errors and Omissions from retail brokers. Broker shall provide CALCO access to records as they relate to business placed with CALCO.
9. Broker shall not have authority to bind any coverage with any of CALCO's insurance facilities, or make any changes in the terms or conditions of any coverage placed through CALCO until approved in writing by CALCO. Broker shall not have authority to issue binders, certificates, or any other form used as evidence of coverage for coverages placed through CALCO.
10. Broker shall promptly notify CALCO in writing of any claim, demand, lawsuit or other action or report of such known to Broker in which CALCO or any of its underwriting or servicing companies are named.
11. Broker understands that in the event Broker or any of Broker's sub-producers, retail producers or affiliate companies or representatives are named in litigation arising out of or related to the performance by the Broker of the terms and provisions of this agreement, neither CALCO nor any of its insurance facilities shall be obligated to defend, indemnify, or hold Broker harmless from such litigation.
12. In the event of litigation between Broker and CALCO, the prevailing party shall be entitled to an award of reasonable attorneys' fees and court costs in addition to any and all other damages to which the prevailing party may be legally entitled.
13. CALCO shall have no responsibility for any Broker expenses
14. This agreement shall be effective as of the date hereinafter written and shall remain in force and effect until cancellation, which may be effected by either party giving to the other a written notice of cancellation. The cancellation will not absolve the Broker from paying any earned premiums, commissions, taxes and fees that are currently due.
15. Following thirty days from the cancellation of this Agreement, in the event the Broker has accounted for and paid all premiums for which it is liable, the Broker's records, customer lists and expirations shall remain the property of the Broker. Otherwise, CALCO shall have the right to use the records, customer lists and expirations of the Broker.
16. If Broker is a partnership or individual, the persons signing this agreement for and on behalf of Broker agree that they assume individual responsibility for the obligations of the Broker to be performed in accordance with the terms and provisions of this agreement, and that the individual liability of the signers of this agreement for and on behalf of the broker shall be joint and several.

If Owner or Officer is also the license Broker, sign on line #1

1. _____
(Broker Signature: Owner/Officer) Date

If Owner or Officer is not the licensed Broker, both Owner and Broker-Employee shall sign below

2.A _____
(Owner/Officer signature) Date

2.B _____
(Broker signature: Employee) Date