



**CES CORNERSTONE E&S INSURANCE SERVICES**

28544 Old Town Front Street Ste 301  
Temecula, CA 92590  
Phone (951) 694-6105 Fax (909) 510-4551  
CA LICENSE #0F06698

_____ Name as it appears on license	_____ Telephone number	_____ Fax number	_____ E-mail address
_____ DBA	_____ Business Entity	_____ Tax I.D. or SS#	_____ Insurance license #
_____ Street Address		_____ Mailing Address	

Hereinafter referred to as, "Broker" and Cornerstone E&S, Inc., its successors and/ or assigns.

Cornerstone E&S, Ins. (hereinafter referred to as Cornerstone) hereby makes its facilities available to the Broker above to submit proposals of insurance for such contractors as Cornerstone has authority to receive, subject, however, to restrictions placed upon the Broker by applicable state statute and the terms and conditions hereinafter set out. Cornerstone and the Broker hereby agree that the Broker is acting as an independent contractor in all matters relative to this agreement and further agree as follows:

1. Broker limited binding authority

The Broker is not authorized to bind any new or renewal risk or additional coverage's with Cornerstone or its Insurance Markets unless specifically authorized in writing to do so. Also, the broker is not authorized to issue or change policies, endorsements, binders, certificate of insurance or cancellations on behalf of Cornerstone or any of its insurance markets unless specifically authorized in writing to do so.

2. Payment of premiums

The Broker has authority to collect, but not to endorse checks made payable to Cornerstone or its insurance markets, receive and receipt for premiums on insurance tendered to the broker and accepted by Cornerstone.

Deposit premiums must be paid with the application or renewal request in the following manner:

1. The gross annual premium minus Broker's commissions plus taxes and fees.
2. 25% of the gross annual premium minus Broker's commissions plus taxes and fees and a request to finance. (Provided the premium can be financed).
3. 100% of the required deposits on direct bill policies with no deductions.

Any balance due Cornerstone will be paid by the Broker on or before the fifteenth (15) day of the month following the entry date on the invoice. Remittance must be a Broker trust account check made payable to Cornerstone E&S, Inc. No insured's checks are accepted except for direct bill.

The Broker agrees to pay all earned premiums due, whether or not collected from the insured. The only exception is audits where a request for direction must be received at Cornerstone within twenty (20) days of the invoice date. All other earned premiums are the sole responsibility of the Broker.

If a request for direct collection is received, the Broker agrees to forfeit the commissions of the returned premium.

Should the Broker fail to pay Cornerstone any premium, taxes, fees, return commissions or other monies due, the Broker agrees to bear any collection or other expenses, including reasonable attorney's fees and costs, expended by Cornerstone to enforce collection.

### 3. Commission

Cornerstone agrees to pay the Broker commissions on all paid premiums, exclusive of fees and taxes at the rate specified on the tare or underwriting guides, commissions schedules, bulletins or other information published from time to time with respect to the kind of coverage, class of risk and the insurance Markets the Broker shall refund proportionately to Cornerstone the commissions and return premiums at the same rate at which such commissions were originally paid. Should it become necessary for Cornerstone to enforce collection, if the premium, fees and taxes are not fully paid to Cornerstone, the Broker agrees to forfeit all rights to commission on premium so collected but only to the degree of the unpaid amount.

### 4. Advertising and Broker expenses

The Broker shall submit to Cornerstone for approval in writing for all advertising, listings or other printed matter of any kind, which includes Cornerstone or its insurance Market's name, insignia or rates before publication or dissemination thereof.

Cornerstone shall have no responsibility whatsoever for any Broker expenses

### 5. Indemnity

The Broker agrees to indemnify and to hold Cornerstone and/or its Market's harmless from any and all liabilities or alleged liabilities, expenses, costs, attorney fees, causes of action, loss from neglect, actual or alleged error, illegal, fraudulent or unauthorized act or omissions by Broker of its agents, solicitors or employees.

Cornerstone agrees to indemnify and to hold Broker harmless from any and all liabilities or alleged liabilities, expenses, costs, attorney fees, cause of action, loss from neglect, actual or alleged error, illegal, fraudulent or unauthorized act or omissions by Cornerstone of its agents, solicitors or employees.

6. Prohibition against assignment

This agreement and the Brokers rights under it may not be assigned without prior written approval from Cornerstone.

7. Expiration notice

Cornerstone will endeavor to give reasonable advance notice of the expiration of all policies, but failure of Cornerstone to provide such notice shall not render Cornerstone liable. The Broker is required to maintain an accurate list of all their expectations.

8. Claims

The Broker is not authorized to assign any losses or adjust any losses on behalf of Cornerstone or its insurance Markets. All claims are to be promptly reported to cornerstone and elsewhere when requested. The broker agrees to cooperate fully with Cornerstone and its Markets to facilitate the investigation and/or adjustment of any kind.

9. Independent contractor

This agreement is that of an independent contractor. Broker agrees that Broker is responsible for all federal, State and local taxes and costs including all remuneration and costs associated paid to or on behalf of Brokers employees, agents, or contractors. Broker shall indemnify and hold harmless Cornerstone from and from and against any and all costs, liabilities or expenses (including attorney fees) for failure of Broker to make any payments specified above.

10. Termination

This agreement contains the complete understanding between Cornerstone and Broker and supersedes all previous agreements, oral or written and may be terminated immediately by either party at any time upon written notice to each other. If this Agreement is terminated, the Broker having promptly accounted for and paid to cornerstone all premiums, return commissions, or other monies for which Broker is liable; the Broker's records use and control of business and expirations shall remain the property of the Broker and be left in the Broker's undisputed possession. Otherwise, the records, use and control of business and expiration shall be vested in cornerstone. All supplies furnished the Broker by Cornerstone shall promptly be returned to Cornerstone on the event of termination of this Agreement.

	Title	Date	Cornerstone E&S, INC.
Broker			
Corporation- Personal guarantee			

If the Broker is a Corporation, it is agreed that the undersigned shall personally guarantee the performance of the Agreement and personally indemnify Cornerstone for any damages or expenses caused by any breach of the Agreement.

By \_\_\_\_\_



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CA LICENSE #DF06698

Name of Agency  
As Licensed \_\_\_\_\_

Telephone  
Number \_\_\_\_\_

DBA \_\_\_\_\_

Fax  
Number \_\_\_\_\_

Street  
Address \_\_\_\_\_

E-mail  
Address \_\_\_\_\_

Mailing  
Address \_\_\_\_\_

Broker's  
License # \_\_\_\_\_

Business  
Entity \_\_\_\_\_

Tax  
ID # \_\_\_\_\_

Production: Standard Personal Lines \_\_\_\_\_

E&O  
Carrier \_\_\_\_\_

Previous  
12 Months Non-Standard Personal Lines \_\_\_\_\_

Standard Commercial Lines \_\_\_\_\_

E&O  
Limits \_\_\_\_\_

Non STD Commercial Lines \_\_\_\_\_

Life & Disability \_\_\_\_\_

E&O  
Policy \_\_\_\_\_

Total percentage 100

Brief history of Agency \_\_\_\_\_

\_\_\_\_\_

Top three Wholesale Agencies

Volume

Top three Direct carriers

Volume

1. \_\_\_\_\_

\_\_\_\_\_

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

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3. \_\_\_\_\_

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