

VALLEY INSURANCE ASSOCIATES, LLC

FILING AGENT AGREEMENT

THIS FILING AGENT AGREEMENT (this "Agreement") is made as of the date by and between the web site registrant Agent, Broker, Wholesaler, Program Manager, Insurance Company, Risk Purchasing Group ("Broker") and Valley Insurance Associates, LLC, a Washington Limited Liability Corporation ("VIA"), is made as of the date accepted and signed by VIA.

RECITALS:

- A. Broker, as part of its business, is required to remit certain taxes and other amounts to and file certain reports with applicable state regulatory authorities; and
- B. VIA provides administrative filing services; and
- C. Broker has requested that VIA perform on its behalf, and VIA has agreed to perform, certain administrative filing duties in exchange for the fee and on the other terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the representations, covenants and conditions herein set forth, the parties hereto, intending to be legally bound, agree as follows:

1. **VIA Services.** VIA hereby agrees to provide the following services to Broker (the "VIA Services"):
 - (a) will maintain its surplus lines license during the term and will provide written evidence thereof to Broker upon request, and provide copies of the renewed license and the agency tax identification number;
 - (b) submit all policies of insurance written by or through Broker to the applicable state regulatory agencies on a timely basis, in the form required, and provide written evidence thereof to Broker upon request; and
 - (c) remit to the applicable state regulatory agency all required taxes, fees and shall provide evidence thereof to Broker upon request.
2. **Broker Responsibilities.** In conjunction with the performance of the VIA Services by VIA, Broker hereby agrees that it will be responsible to perform the following (the "Broker Responsibilities"):
 - (a) verify the proper wording on all insurance policies written to be acknowledged by the state;
 - (b) submit policies/filings and necessary forms to VIA within thirty (30) to forty five (45) days following the binding of a policy, depending on the stated requirement noted in the workbook;
 - (c) collect all tax and fee monies and remit them to VIA
 - (d) that Broker holds correct insurance licenses in the state the coverage is bound; and

(e) Broker is responsible to conduct and warrants as fact that the admitted market search was done as required by the state that the policy taxes/fees are filed.

(f) due diligent of insurer financial solvency

(g) be responsible for all fines and penalties issued by any state departments or regulatory authorities resulting from any late filings caused by Broker

In the event Broker fails to perform any of the Broker Responsibilities in a timely, correct and thorough manner, VIA cannot guarantee proper performance of the VIA Services.

3. **Fee.** In exchange for performing the VIA Services, Broker shall pay VIA the fee calculated in accordance with the Exhibit I or the minimum fee set forth on Exhibit I, whichever is greater (the "Fee"). Broker shall pay the Fee along with submission of filing, taxes and stamping fees.
4. **Licenses; Good Standing.** VIA and Broker each represent and warrant to the other that it is licensed by all applicable regulatory authorities in any state where it represents that it is licensed, and each is in good standing under the laws of each such state and is not under supervision or subject to sanctions or restrictions by any authority of any such state, nor is under investigation for noncompliance with the rules and regulations of any authority of any such state. Neither is a party to or subject to the provisions of any contract or other restriction that would be violated or breached as a result of entry into this Agreement the performance of its terms and conditions by either party.
5. **Independent Contractor.** VIA and Broker are independent contractors and neither intends to create any partnership, joint venture, agency relationship or employment with the other as a result of this Agreement or the relationship contemplated hereby. Each party shall be solely responsible to comply with all federal, state and local laws regarding business permits and licenses that may be required for such party to conduct its business. Neither party will withhold or pay on behalf of the other party or any employee of the other party (a) federal, state, and local income taxes; or (b) any other payroll tax of any kind; it being the sole responsibility of each party to withhold and pay such amount on behalf of itself and its employees to the extent required by law. Neither party will have the right to bind the other by contract or otherwise, or to make any promises or representations on behalf of the other.
6. **Confidentiality.** The parties acknowledge that certain of Broker's and VIA's data or other material relating to their respective businesses, operations, customers, and similar information is confidential and/or proprietary ("Confidential Information"). Neither party shall use, copy, sell, assign, transfer, distribute, reveal, disclose to others or in any way exploit for its own benefit any Confidential Information of the other except and to the extent necessary to perform their respective obligations under this Agreement. In addition, each party agrees that it shall not disclose, nor cause the other to disclose, information relating to any transaction, consumer, customer, or person in violation of the privacy provisions of the Gramm-Leach-Bliley Act of 1999 (the "Act"), codified at 15 U.S.C. § 6801 et. seq., and each party warrants that its policies,

business practices, and methodologies are, to the extent required or foreseeably required, in compliance with any and all relevant portions of the Act.

7. **Term and Termination; Payment of Fees following Termination.** This Agreement may be terminated by either party, with or without cause, upon written notice to the other stating the date such termination shall become effective, which date shall not be less than thirty (30) days from the date of such notice is delivered. Fees are due to VIA for all services rendered through and including the date of termination regardless of when such Fees are invoiced.
8. **Indemnification.** Broker agrees to defend, indemnify and hold harmless VIA, its officers, directors, shareholders, employees, agents, and attorneys (the "VIA Indemnified Persons") and will reimburse the VIA Indemnified Persons for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses), however caused, by or related to the acts, omissions or negligence of Broker or its officers directors, owners, employees, agents, or attorneys, or the acts, omissions, or negligence of the VIA Indemnified Persons, if they are based on its or their authorized performance under this Agreement.
9. **Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses or facsimile numbers and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, or person as a party may designate by notice to the other parties):

If to Broker: to the address specified on the signature page hereof.

If to Agent: Valley Insurance Associates, LLC

Gina Doyle, President

PO Box 1973

Sumner, WA 98390

10. **Miscellaneous.**
 - (a) **Modification and Waiver.** No waiver or modification of this Agreement shall be valid unless it is in writing and signed by VIA and Broker.
 - (b) **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors, assigns, heirs, legal representatives, executors, and administrators.

- (c) **Complete Understanding.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

- (d) **Governing Law; Exclusive Jurisdiction.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Washington, without giving effect to the conflicts of law's provisions thereof. Any suit, action, or other legal proceeding arising out of or relating to this Agreement may be brought only in the courts of the State of Washington, County of Pierce, and each of the parties irrevocably submits to the exclusive jurisdiction of each such courts in any such suit, action, or other legal proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the suit, action, or other legal proceeding shall be heard and determined only in any such court and agrees not to bring any suit, action, or other legal proceeding arising out of or relating to this Agreement in any other court.

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

- (g) **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

- (h) **Attorney's Fees.** If either party shall commence legal action relating to or arising from this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees therein, including costs and fees incurred in any appellate proceeding.

- (i) **Limitation of Liability.** IN NO EVENT SHALL VIA BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), REGARDLESS OF ANY ADVICE OR RECOMMENDATIONS THAT MAY HAVE BEEN RENDERED CONCERNING ANY SERVICES.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective as of the date accepted and executed by VIA.

COMPANY: _____

Valley Insurance Associates, LLC

By: _____

By: _____

Print Name: _____

Gina Doyle, President

Date: _____

Date: _____

EXHIBIT 1

A fee rate of ONE percent (1%) of the premium, with a minimum of \$125.00 or such greater amount per the policy, binder or the certificate of insurance. **

****3 premium bearing endorsements are allowed, per policy, per month, per state with no charge.**

Additional endorsements are charged \$125.00 per policy, per month, per state.