

# BROKERAGE AGREEMENT

The Towing and Rental Group, Inc. hereinafter referred to herein as TRG, P.O. Box 14007, North Palm Beach, FL 33408 and the following entity, hereinafter referred to as Broker, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Broker's Legal Business Name \_\_\_\_\_  
Broker/Agent Name \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Mail Address (if different than above) \_\_\_\_\_  
E-Mail Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Towing & Rental Contracts:** TRG authorizes **BROKER** to sell Contracts, hereinafter referred to as CONTRACT(s), bind coverage on the CONTRACT and collect CONTRACT fees at the address shown above or resulting from salespersons headquartered at the above address. TRG has the right to reject or cancel any CONTRACT by written notice pursuant to the provisions of the CONTRACT. TRG agrees to adjust and pay all claims generated by paid CONTRACTS issued by **BROKER** in accordance with the language of the CONTRACT. Contracts containing dispatch benefits will have towing, lock service and emergency road service claims serviced by local providers pursuant to the terms of the contract. For all other claims, **BROKER** agrees to refer all contract holder claim inquiries direct to TRG national toll-free claims line. **BROKER** is granted no authority to make any representations to a CONTRACT holder which would broaden, change, adjust or modify the language or intent of the CONTRACT. **BROKER** agrees to abide by the laws of the state or territory in which it is domiciled and comply with any local ordinances or license requirements that may apply.

**Consumer Contracts including AD&D, Med Pay and/or Hospital Indemnity Coverage:** Any insurance benefits included on contracts offered for sale by **BROKER** shall be provided by a licensed insurer and the insurer's contract language, provisions, limitations, conditions and claims procedures shall apply to all such benefits. Non-insurance benefits included on these specific policies will be adjusted and settled by TRG in accordance with our regular claims procedures.

At all times relative to this agreement, it is agreed that **BROKER** is, and shall remain, an independent contractor with respects its relationship to TRG and that there is no employer/employee relationship between **BROKER** and TRG.

**BROKER** agrees that all unsold CONTRACTS and other sales material are the sole and exclusive property of TRG, will be kept and safeguarded on the premises shown above and will be immediately surrendered or returned, along with any other TRG supplies, on request of and at the expense of TRG. **BROKER** agrees that the earliest possible effective date of any CONTRACT sold by **BROKER** will be the date the CONTRACT HOLDER signs the CONTRACT or the date the CONTRACT HOLDER pays for the contract, but in no event prior to any loss covered by the CONTRACT to which **BROKER** has knowledge.

**BROKER** agrees to pay TRG a net charge per CONTRACT as published on the [www.towrent.com](http://www.towrent.com) website or in sales material supplied to **BROKER**. **BROKER** agrees to remit all net CONTRACT fees and TRG copies of all CONTRACTS sold by **BROKER** on a weekly basis with the week beginning Saturday and continuing through the last working day of each week, or Friday, whichever comes first, on a form designated and approved by TRG. For mail-in contracts, **BROKER** understands and agrees if at 12:01 A.M. on the sixteenth (16th) day following the effective date shown on any CONTRACT, such CONTRACT has not yet been received paid in the offices of TRG, then all coverage and any liability of TRG therein shall terminate and **BROKER** agrees to hold harmless and indemnify TRG for any losses of any kind, including claims of the CONTRACT HOLDER, attorney fees and court costs, resulting from said CONTRACT including benefits paid to CONTRACT HOLDER. Any waiver of this provision by TRG shall not constitute the granting or guarantee of any future waiver.

In the event that either CONTRACT HOLDER or TRG request cancellation in accordance with the language of the CONTRACT, TRG agrees to remit the unearned net CONTRACT fee, calculated according to the terms of the CONTRACT, within ten (10) days from the date TRG receives such request. Within a reasonable time thereafter, but in no event more than thirty (30) days, **BROKER** agrees to remit to CONTRACT HOLDER the full unearned CONTRACT fee based on the full retail price and the terms of the CONTRACT.

If **BROKER** is involved in any fraud against TRG or the public, then TRG may immediately terminate this agreement by notice to **BROKER**. **BROKER** agrees that venue for legal disputes, if any, between **BROKER** and TRG shall be Palm Beach County, Florida regardless of where this contract was signed or the location of **BROKER'S** business.

Either TRG or **Broker** may terminate this contract at any time by giving a five (5) day written notice from the date of mailing sent Certified U.S. Mail to the other. In the event of termination of this agreement, its provisions will continue in full force as to the transmittal of CONTRACTS and CONTRACT fees until all CONTRACTS sold by **BROKER** prior to the termination of this agreement have been received in the offices of TRG and as to the duties of **BROKER** and TRG during the life of contracts written by **BROKER** until there are no CONTRACTS sold by **BROKER** remaining in force **BROKER** agrees that venue for legal disputes, if any, between **BROKER** and THE TOWING AND RENTAL GROUP shall be Palm Beach County, Florida regardless of where this contract was signed or the location of **BROKER'S** business.

**BROKER** agrees that **BROKER** and/or employees or agents or directors or family members thereof are not eligible for coverage under ANY of the products offered by TRG because of the conflicts of interest that may arise in the event of claim settlement.

This agreement between **BROKER** and TRG constitutes the entire agreement of the parties and voids any other agreement or understanding that may have proceeded, either oral or written.

\_\_\_\_\_  
Broker - Agency Owner Date

\_\_\_\_\_  
Print Broker Name and Title

\_\_\_\_\_  
For The Towing and Rental Group, Inc. Date



(Office Use Only)

USRN: \_\_\_\_\_

PSWD: \_\_\_\_\_

Broker #
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Please send supplies for:

- Instant Issue Road Service Contract
- Group AD&D Products
- Other \_\_\_\_\_

Questions? Call 1-800-742-2722  
Or mail to: The Towing and Rental Group, P.O. Box 14007, North Palm Beach, FL 33408

Please return by fax to 561.712.5824