

BROKERAGE AGREEMENT

The Towing and Rental Group, Inc. hereinafter referred to herein as TRG, P.O. Box 31718, Palm Beach Gardens, FL 33420 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 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 #

Online contract entry/rates/information available at www.towrent.com

Questions? Call 1-800-742-2722
Or mail to: The Towing and Rental Group, P.O.