SUNFOREST TRANSPORTATION INSURANCE GROUP

P. O. Box 23290
Toledo, OH 43623
888-283-3373

BROKERAGE AGREEMENT

AGREEMENT between _____
_____("Broker")
and Sunforest Transportation Insurance Group ("STIG").

WHEREAS, Broker desires to procure from time to time for his clients various insurance coverages through the facilities of STIG, and

WHEREAS, STIG desires to make its facilities available to Broker in cases where the terms are agreeable to both parties;

A. COMMISSIONS

1. STIG will allow Broker commissions at such rates as are agreed upon from time to time by the parties hereto.

2. In the event that a return premium shall become due for any reason whatsoever, Broker shall refund any unearned commission to STIG at the same rate that the commission was originally allowed.

B. PAYMENT OF PREMIUMS

1. STIG will render Broker a monthly Statement of Premiums due, showing all transactions for the previous month, and Broker shall tender payment to STIG no later than the 15th of the calendar month after which the statement is received for the balance shown thereon to be due. All accounts are due as rendered unless prior arrangement has been made with STIG.

2. Tender of payment shall be in the form of an agency check only; a check from an insured shall not constitute proper tender.

3. Broker specifically agrees that any extension of credit by him to his client or to any other person is solely at his own risk, and he shall pay to STIG, when due, whether or not he has collected such monies from others who may owe monies to him. Furthermore, Broker recognizes that in agreeing to pay STIG, he does so as an original undertaking on his own part, and not as guarantor or surety of another's obligation.

4. Audit premiums, retrospective premiums and all similar charges shall be paid to STIG by the 15th day of the month following the month in which the charge was made. In no event may audit premiums, retrospective premiums or any other charges be returned to STIG for collection.

C. CANCELLATIONS

1. Notwithstanding the return of an original policy for cancellation, the cancellation of a policy will not be effective until such time has elapsed so as to properly notify mortgagees, loss payees, certificate holders, public utility regulatory bodies, etc., of the cancellation where such notice is required by law.

2. No insurance contract may be returned to STIG by Broker for flat cancellation unless it is returned prior to the inception, or effective date of the insurance contract.

3. Earned premium shall be computed and charged on every insurance contract canceled after inception in accordance with the cancellation provisions of such insurance contract.

4. Broker will pay STIG any and all earned premiums whether collected by broker or not.

D. NOTICE OF EXPIRATION

Notwithstanding any custom or usage to the contrary, STIG shall be under no obligation to give Broker advance notice of the expiration of any policies of insurance, which Broker procures from time to time through the facilities of STIG. STIG will use its best efforts to give Broker reasonable advance notice of the expiration of said policies of insurance, but the failure of STIG to provide such notice shall not render STIG liable to Broker. STIG shall in no way be responsible for any failure to notify Broker of the expiration date of any policy of insurance.

E. BROKER NOT AGENT OR REPRESENTATIVE

1. Broker is not the employee, agent or authorized representative of STIG, any insured(s) of STIG, or any carrier represented by STIG.

2. Broker has no authority to accept or bind risks on behalf of STIG, any insured(s) of STIG, or any carrier represented by STIG. Broker has no authority to handle claims on any coverage placed for him by STIG, except and to the extent that Broker shall immediately upon his knowledge of such claims notify STIG of their occurrence.

3. Notice to Broker of change in a risk does not constitute notice to STIG or the insurer(s).

4. No act, omission or representation of Broker shall in any way be binding upon STIG or any insured(s) of STIG, or any carrier represented by STIG unless ratified in writing by STIG.

5. Broker has no authority to make, alter, vary or discharge any policy contract, to issue certificates of insurance, to extend the time for payment of premiums, to waive or extend any policy term, obligation or condition or to incur any liability on behalf of STIG.

6. Broker specifically agrees that any extension of credit by him to his client or to any other person is solely at his own risk and he shall pay to STIG all sums due STIG, when due, whether or not he has collected such money from others who may owe it to him. Further, Broker recognizes that it's obligation to pay STIG is an original undertaking and that in doing so Broker is not acting as a guarantor or surety of another's obligation.

7. Failure of the Broker to pay as agreed will cause STIG to initiate a notice of cancellation. Cancellations issued more than once on the same account will not be reinstated a second time.

8. Broker understands that STIG assumes no responsibility toward any policyholder with regard to the adequacy or form of coverage, and agrees hold STIG harmless from any claim asserted against STIG as a sole and direct result of following instructions from Broker.

F. RESPONSIBILITY OF BROKER

1. If Broker under this agreement is a partnership, the undersigned partners, in order to induce STIG to enter into this agreement, represent that they are the sole partners interested in Broker's business, their liability thereunder shall be joint and several.

2. STIG shall at all times have the right to set off against any commissions due to Broker any and all sums which Broker and/or any of his sureties may owe to STIG.

3. In the event that Broker under this agreement is a corporation, it is further understood, agreed and guaranteed by the undersigned individuals or entities, which are principal stockholders of said corporation, that all conditions of this agreement shall be binding upon then jointly and severally in the same manner as upon the corporation named as Broker. Should the undersigned cease to be principle stockholders in the corporation, Broker shall give written notice to STIG within ten (10) days of such event and shall provide replacement signatories and such documentation as required by STIG.

G. BROKER'S WARRANTY

Broker warrants that it is properly licensed for the classes of business to be conducted and the coverages of insurance to be produced through the facilities of STIG. Broker agrees to reimburse STIG for any expenses, attorneys' fees, losses or damage sustained or incurred by STIG by reason of Broker's violation of or failure to confirm as a result of Broker's gross negligence or willful act or omission to act.

H. ERRORS & OMISSIONS INSURANCE

1. Broker warrants and represents to STIG that Broker now has in force and effect a valid and binding contract of liability insurance covering the Broker for damages occasioned by errors or omissions alleged to have been caused by Broker. Said insurance contract is written with _____ at policy number _____ and at limits of _____. Broker further warrants and represents that the premium for said policy, or one similar hereto, is in full force and effect at all times during the continuance of this agreement.

2. Notwithstanding any other provision of this agreement and as a special consideration of the execution of the agreement by STIG, Broker agrees that it will hold STIG, and STIG agents and employees free and harmless, and indemnify them from each and every claim of alleged errors and omissions caused by, or related to, the acts of Broker, its agents, principals and employees, including legal fees, costs and disbursements that may reasonably be incurred by STIG in the defense of such claim to the full extent there of, with interest thereon, until paid.

I. TERMINATION

1. This agreement may be terminated by either party by the giving of thirty (30) days written notice thereof to the other party.

2. Cancellation shall not alter in any way the continued application of this agreement to insurance policies affected prior to the dates of such cancellation.

3. This agreement will automatically terminate without notice to Broker in the event broker is adjudicated bankrupt, becomes insolvent, if a receiver is appointed to take possession or control of Broker's insurance business or if the Insurance Department cancels or fails to issue or renew the required insurance licenses and/or authorities to Broker. In such event, said termination shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such termination.

J. CHOICE OF LAW

The validity of this agreement, and of any of its terms of provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and construed pursuant to, and in accordance with, the laws of the State of New York.

K. SURPLUS LINES QUALIFICATION

The Broker will be responsible for the qualifications of surplus lines' policies and the collection and remittance of any applicable surplus lines or non-admitted taxes to the appropriate taxing authority.

This agreement shall apply to current policies already placed and in force at the date hereof and all future policies that may be placed by STIG for Broker. This agreement may be canceled at any time by written notice of either party to the other, but said cancellation shall not alter in any way the continued application of this agreement to insurance policies effected prior to the date of such cancellation.

IN WITNESS WHEREOF, the parties hereto, intending to the legally bound hereby, have affixed their hands and seals this _____day of _____, _____.

SUNFOREST TRANSPORTATION INSURANCE GROUP

Witness: _____ By: _____
President

BROKER

Witness: _____ By: _____
President

_____
Broker's License Number