

**PARK INSURANCE CO.
BROKERAGE AGREEMENT**

(Please provide information indicated)

Date: _____

This document will serve to confirm the working relationship between The HDH Group, Inc. (HDH), the managing general agent (MGA) for Park Insurance Co., and [agency name and address]_____ and outline the duties and responsibilities of [agency name]_____.

Overview:

The reason for our relationship is the development of insureds for the New York State Ready Mix Program. [Agency name]_____ has the responsibility of soliciting Automobile Liability and Physical Damage and General Liability business from concrete producers in the [HDH and agency to confirm geographic coverage]_____ areas. Future geographic areas may be added with HDH's approval.

[Agency name]_____ will not represent itself as an agent of HDH. [Agency name]_____ will represent the prospective buyer of insurance. [Agency name]_____ is an independent contractor and not an agent of HDH. [Agency name]_____ may not bind any risks nor make any representation on behalf of HDH, nor waive, alter, modify or change any of the terms, rates or conditions of any policy or binder issued by HDH.

Policies:

For new and renewal Auto Liability and Physical Damage and General Liability Policies, [Agency name]_____ prepares and submits applications for these coverages to HDH.

Based on these applications, HDH will rate the policies in accordance with the accepted rates and filings of Park Insurance Co. HDH then sends the quote for presentation to the prospective insured. If an order to bind is given by the insured, [Agency name]_____ shall immediately notify HDH in writing. Premiums, net of commission, must be remitted to HDH in full within 30 days of the effective date of the policies being bound. Coverage will be bound as quoted by HDH.

Policies are prepared by HDH, and are forwarded to [Agency name]_____ for delivery to the insured.

Brokerage Agreement: HDH and [Agency name]_____

Date: _____

Page 2

Endorsements:

Requests for policy changes that require endorsements and premium transactions follow the same procedures as outlined above.

Audits:

If audits are required, these would be generated by a third party audit firm, submitted to HDH, and again, the same procedure would be followed for transmittal and premium payment. An insured has 30 days to dispute an audit. Upon determination or revision of the Audited Premium, the premium is due to Park Insurance Co. within 30 days, or it will be turned back to the carrier for direct collection.

Certificates

Certificates are to be requested of [Agency name] _____ and are prepared by [Agency name] _____. No alterations to the certificate form will be allowed without the written consent of HDH.

In line with the general procedures outlined in the previous paragraphs, [Agency name] _____ and HDH assume the following responsibilities:

[Agency name] _____ Responsibilities:

- [Agency name] _____ warrants and agrees that Solicitation of prospective insureds is to be made exclusively by licensed agent employees of [Agency name] _____. No sub-broker business is allowed.
- Information required to complete the required application(s) must be obtained from the prospect(s), the application prepared and signed by [Agency name] _____, and forwarded to HDH to obtain a quotation(s). Subsequent to binding, applications must be signed by the insured.
- It is [Agency name] _____'s responsibility to obtain all required information, such as driver detail, loss runs, coverage, limits, and deductibles.
- [Agency name] _____ must deliver to insureds policies, endorsements, loss runs, and any other material received from HDH that are due the insured.
- [Agency name] _____ will also be responsible for any billed premium from insureds covered by this program whether collected or not.
- [Agency name] _____ agrees to pay the net premium to HDH which would be the gross premium minus their agreed upon commission.

Brokerage Agreement: HDH and [Agency name]_____

Date: _____

Page 3

Termination/Suspension:

This Agreement will remain in effect until terminated by either party with 90 days written advance notice. If you violate any of the terms of this Agreement, including the premium collection, accounting and payment rules, we may suspend your authority under this Agreement. If the suspension is because you are delinquent in accounting for or paying premiums, we may also place policyholders on direct bill premium collection. The suspension will take effect immediately upon written notice from us.

Ownership of Expirations/Proprietary Information:

It is expressly agreed between [Agency name]_____ and HDH that all business negotiated, procured, solicited, or renewed by [Agency name] _____ is the sole property of [Agency name] _____ and that HDH will have no interest in such materials, including but not limited to, the names of customers, renewal or expiration dates of policies, amounts of coverage for particular customers, and phone numbers of customers.

The ownership and control of expirations on policies issued by us under this Agreement are vested in you, unless you violate any of the terms of this Agreement. "Expirations" as used herein means an intangible asset, which is based on you continuing your insured relationships, as such relationships are evidenced by insured names, addresses, policy expiration dates and kinds of policies. In the event you violate any of the terms of this Agreement, before or after termination, the ownership and control of expirations of the policies issued by us under this Agreement shall be vested in us insofar as they may be necessary to satisfy the interests of HDH. We may retain or sell the expirations, but only to the extent necessary to satisfy any of your obligations to us under this Agreement. If we sell the expirations for more than the amount(s) you owe us, we must pay the difference, less our expenses (including attorneys' fees), to you. If we sell the expirations for less than the amount(s) you owe us, you must pay the difference, plus our expenses (including attorneys' fees), to us.

From time to time, we may provide you with or offer you access to policies, forms, rates, applications or other information. This information and these supplies are our property and must be promptly returned to us upon request. Any premiums, claims, loss experience and/or information related to and developed from any policy, which are not in the public domain, or which constitute information to which the policyholder is not entitled, are proprietary to us, and shall not be used by you, except in furtherance of your services under this Agreement, or released by you without our prior written authorization to any party.

The ownership of all plans and data relating to this program rests with and belongs to HDH and Park Insurance Co.

Brokerage Agreement: HDH and [Agency name]_____

Date: _____

Page 4

Indemnification:

[Agency name]_____ agrees to indemnify and hold The HDH Group, Inc. and its representatives completely harmless from and against all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, expenses for reasonable attorneys' fees suffered directly or indirectly by HDH or its representatives, from any act or omission of [Agency name]_____ including, but not limited to, violations of or failures to comply with any of the provisions of this Agreement or any other unauthorized transaction by [Agency name]_____ or its employees. The HDH Group, Inc. agrees to indemnify and hold [Agency name]_____ representatives completely harmless from and against all damages, claims, losses, expenses, costs, obligations and liabilities, including, without limitation, expenses for reasonable attorneys' fees, suffered directly or indirectly by [Agency name]_____ or its representatives, from any act or omission of The HDH Group, Inc. including, but not limited to, violations of or failures to comply with any of the provisions of this Agreement or any other unauthorized transaction by The HDH Group, Inc. or HDH employees.

INSURANCE

[Agency name]_____ is required to maintain in full force and effect during the term of this agreement and thereafter so long as any obligations exist hereunder, a policy or policies of the types of insurance set forth below covering [Agency name]_____, its parents, affiliates and subsidiaries and their directors, officers, employees and representatives which are issued by an insurer acceptable to HDH in its sole discretion.

TYPE	AMOUNT
Errors and Omissions	\$1,000,000

Such insurance shall be maintained by [Agency name]_____ at its sole cost and expense and shall be primary and noncontributing. Any other valid and collectible insurance available to HDH shall be excess of [Agency name]_____. [Agency name]_____ shall require its insurers to provide a certificate of insurance to HDH. Such insurers will notify HDH within 10 days of lapse. Such insurers shall furnish proof of such insurance at inception of this agreement and annually thereafter.

Governing Law:

This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Pennsylvania.

Brokerage Agreement: HDH and [Agency name]_____

Date: _____

Page 5

Conclusion:

The agreement to the terms and conditions contained in this document are accepted signified by the signature of an officer of each firm.

The HDH Group, Inc. Date

William J. Knox
Senior Vice President

[Agency name]_____ Date

[Officer name]_____

[Officer title]_____

Please fax this completed document, along with a copy of your E&O certificate and your current license, to The HDH Group at 412-535-0760.

If you have any questions, please call HDH at 412-992-2860.