MGA/RETAIL AGENT AGREEMENT

This **MGA/Retail Agent Agreement** ("Agreement") is made and entered into as of the Effective Date by and between **United Agency Alliance, LLC ("UAA")**, a Managing General Agency ("MGA"), and **[Agent/Agency Name]** ("Agent"), collectively referred to as "Parties."

1. APPOINTMENT & RELATIONSHIP

1.1 **Independent Contractor** – Agent is an independent contractor, not an employee, and has no authority to bind UAA or any of its insurers.

1.2 **Non-Exclusive Agreement** – This Agreement does not grant exclusivity, and Agent may work with other markets.

2. RESPONSIBILITIES OF AGENT

2.1 **Licensing & Compliance** – Agent represents and warrants that it holds all necessary state licenses and will comply with all applicable laws and regulations.

2.2 **Errors & Omissions Insurance** – Agent shall maintain Errors & Omissions (E&O) coverage with minimum limits of **$1,000,000 per occurrence and $1,000,000 aggregate**. Proof of coverage must be provided to UAA upon request.

2.3 **No Binding Authority** – Agent has no authority to:

- Bind coverage, issue policies, or make changes to any policy.

- Extend coverage, alter terms, or commit UAA or its insurers in any way.

- 2.4 **Submission of Applications** – Agent shall submit complete and accurate applications and promptly provide any requested underwriting information.

3. COMPENSATION & COMMISSIONS

3.1 **Commission Structure** – UAA will pay commissions as outlined in the attached commission schedule, subject to carrier approval and premium payment.

3.2 **Chargebacks & Adjustments** – Any unearned commissions due to cancellations, premium reductions, or policy modifications shall be repaid by Agent within **30 days** of notice.

3.3 **Taxes & Expenses** – Agent is responsible for its own taxes and business expenses.

4. HOLD HARMLESS & INDEMNIFICATION

4.1 **Agent's Liability** – Agent agrees to indemnify, defend, and hold UAA, its affiliates, and insurers harmless from any **claims, liabilities, damages, losses, or expenses** (including legal fees) arising from:

- Agent's acts, errors, or omissions.

- Misrepresentation, failure to disclose material facts, or noncompliance with laws.

- Any claims related to policies placed through UAA.
  4.2 **UAA's Liability** – UAA shall not be liable for any **errors or omissions committed by insurers or third-party service providers.**

5. TERMINATION

5.1 **Termination for Cause** – UAA may terminate this Agreement immediately for:

- Loss of Agent's license or failure to maintain E&O coverage.

- Misrepresentation or material breach of contract.

- Fraud, misconduct, or failure to comply with UAA guidelines.
  5.2 **Termination Without Cause** – Either Party may terminate this Agreement with **30 days' written notice.**
  5.3 **Effect of Termination** – Upon termination, Agent shall cease all representation of UAA and return any materials provided by UAA. Commissions on business written before termination will be paid per the commission schedule.

6. GENERAL PROVISIONS

6.1 **Confidentiality** – Agent agrees to maintain the confidentiality of all UAA proprietary information.
6.2 **Non-Solicitation** – Agent shall not directly or indirectly solicit, induce, or attempt to move UAA's business to another entity for **12 months** after termination.
6.3 **Governing Law & Venue** – This Agreement shall be governed by and construed in accordance with the laws of the **State of New Jersey**, and any disputes shall be resolved in the courts of **Hunterdon County, New Jersey.**
6.4 **Entire Agreement** – This Agreement constitutes the full understanding between the Parties and supersedes all prior agreements.
6.5 **Amendments** – UAA reserves the right to amend this Agreement upon written notice to Agent.

SIGNATURES

UNITED AGENCY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

[AGENT/AGENCY NAME]

By: _____

Name: _____

Title: _____

Date: _____