



Columbia Underwriters, Inc.

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COUNTERSIGNATURE AGREEMENT

THIS AGREEMENT by and between COLUMBIA UNDERWRITERS, INC. of West Columbia, South Carolina hereinafter referred to as "Agent" and

_____ hereinafter referred to as "Company" is effective _____, 20____.

WITNESSETH THAT: Pursuant to the request that the countersigning and tax filing facilities of the Agent be made available to Company, it is hereby understood and agreed by and between the Agent and Company as follows:

- (1) Agent will act as Company's broker and/or licensed agent in the state of South Carolina;
- (2) Agent agrees to countersign master policies, certificates, and endorsements thereto; file surplus lines and/or municipal taxes; and sign license applications on behalf of Company for the state of South Carolina;
- (3) Company shall pay Agent a servicing fee as per the attached schedule as compensation for all services rendered to Company in connection with the use of Agent's broker and/or resident agent license;
- (4) This Agreement shall be effective for a term of one (1) year and unless otherwise terminated as provided for herein, shall automatically be renewed for succeeding terms of one (1) year, This Agreement may be terminated at any time by either party giving the other part not less than thirty (30) days prior written notice of such termination;
- (5) Licenses:
 - (A) Agent shall maintain the necessary broker license;
 - (B) Company shall maintain necessary non-resident broker license;
 - (C) Company shall process any necessary appointments with the admitted insurance companies. Such appointment is for the purpose of countersigning only, and shall not confer upon the Agent any right or authority to bind any type of insurance coverage on behalf of the company.
- (6) Company hereby agrees to, at all times hereafter, defend, indemnify, and hold Agent harmless from all claims, liability, or loss which results from real or alleged, negligent or willful acts, or errors or omission of Company, or the servants, agents or employees of Company, in the performance of duties under this Agreement. Included are all costs, expenses, attorney fees, and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where Company maintains its principal offices and non-resident status). This paragraph shall survive termination of this Agreement.

IN WITNESS WHEREOF, the said COLUMBIA UNDERWRITERS, INC. of West Columbia, South Carolina and the said _____ have affixed their signatures to this Countersignature Agreement this _____ day of _____ 20____.

WITNESS: _____

By: _____

WITNESS:

By: _____

COLUMBIA UNDERWRITERS, INC.

By: _____

By: _____

Joanne Z. Fineberg, President

SERVICING FEE SCHEDULE

Attached to the COUNTERSIGNATURE AGREEMENT between COLUMBIA UNDERWRITERS, INC. of West Columbia, South Carolina and _____ effective _____, 20____.

\$_____ for each affidavit filed.

Payment for all taxes, penalties (if applicable) and fees is due at time service is rendered.

CU1005(01/01)