Single Case Agreement

This Agreement is effective _____ day of _____20___, between Business Resource Services (hereinafter referred to as BRS), and _____ (hereinafter referred to as Producer) an insurance Producer licensed to do business in the State of Vermont.

Producer is licensed to do business in the State of Vermont as an insurance Producer representing _____ (hereinafter referred to as "Account" or "Client"), a Vermont employer for the purpose of obtaining health benefits for Client's employees.

BRS and Producer hereby enter into this Agreement for the purpose of establishing a Single Case Agreement for the submission of an application on a brokered account and for the payment by BRS of certain commissions.

General Terms and Conditions

- Producer is an independent contractor. Nothing contained herein shall be construed to create an agency relationship between or among BRS and Producer. Producer shall have no authority to make representations that it is an agent for BRS and shall indemnify BRS to the full extent of BRS' damages and costs in the event that Producer breaches this provision. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between BRS and Producer.

- Producer has no authority to obligate BRS in any way. Producer shall indemnify and hold BRS harmless for any and all claims arising from any and all misrepresentations or omissions made by Producer.

- To become entitled to receive commission payments, Producer must hold a valid Producer's license at the inception of this Agreement and throughout the term of this Agreement. Commissions shall terminate if Producer ceases to be a licensed insurance Producer in the State of Vermont or otherwise fails to comply with requisite State statutes and/or regulations or to fulfill the conditions of this Agreement.

Compensation

Upon submission of an enrollment agreement and premium from the Client to Blue Cross Blue Shield of Vermont (hereinafter referred to as "BCBSVT"), and premium for coverage having been received by BCBSVT, BRS agrees to pay Producer, subject to the terms and conditions of this agreement. Payments will be made at the current market rate as set by BRS. This rate may be adjusted from time to time as required. Commissions shall be computed on a monthly basis and paid in arrears once the total commissions for a broker/agency reaches $50. Any remaining balances will be paid out by year end if the $50 minimum is not met.

Name of Account (Client/Business Name) _____

Group Number(s) _____ Effective Date _____

Termination/Modification

Any modification of this agreement shall be valid only with the written approval of BRS and Producer.

This Agreement constitutes the entire understanding between parties hereto and shall be governed by the laws of Vermont. This Agreement shall not be assigned without prior written permission of BRS. If any provisions of this Agreement shall be declared invalid or illegal for any reason, the remaining terms and provisions shall remain in force and effect. This agreement supersedes all prior agreements.

_____ _____ _____
Print Producer Name Sign Producer Name Date

_____ _____
Vermont Producer Number Expiration Date

_____ _____
Agency Name Telephone Number

_____
Mailing Address

_____
City, State, Zip

_____ _____
Make checks payable to: SS # or Tax ID #