BROKERAGE AGREEMENT

THIS BROKERAGE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 20__, by and between Shelly, Middlebrooks & O'Leary, Inc. ("SMO") and _____ of _____, ("Broker").

In consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed as follows:

1. Basic Agreement. SMO is an agent for certain insurance companies from whom and on whose behalf it procures, sells and places property and casualty insurance, and has agreed to place with the carriers it represents property and casualty insurance for Broker's customers, subject to the terms and conditions of this Agreement. Broker shall ensure that the insurance business submitted to SMO through Broker, Broker's agents, employees and sub-brokers, comply with the terms of this Agreement. Unless otherwise indicated, the term "Broker" in this Agreement shall include Broker's agents, employees, and sub-agents.

2. Licensing and Compliance with Laws. Broker hereby represents and warrants to SMO that Broker is duly licensed as an insurance agent in accordance with laws of the state or states in which business is to be transacted with SMO. Broker agrees such licenses shall be maintained in good standing for the duration for this Agreement and Broker will furnish a copy or copies of such licenses upon request by SMO. Broker will notify SMO immediately of any license change, termination, suspension or cancellation or any disciplinary action with respect to its licenses necessary to conduct business under this Agreement. Each party shall perform and fulfill all obligations, duties, and responsibilities under this Agreement in compliance with: (a) all applicable statutes, laws, rules, regulations, orders, and other legal requirements, and (b) all instructions and directions issued in writing by SMO and/or its insurers and provided to Broker. Without limiting the foregoing, Broker shall hold in fiduciary trust all premium monies paid to or collected by Broker for insurance produced under this Agreement separate and apart from Broker's operating funds in accordance with applicable laws and regulations governing the collection and handling of premiums.

3. Authority. Broker is an "independent contractor" and not an agent or employee of SMO and has no authority to bind SMO, or any insurer represented by SMO, to any contract of insurance or other contractual obligation. Broker shall have no authority, actual or apparent, to bind SMO or any of its insurers to any new or renewal coverage or to otherwise commit SMO or its insurers to insure or provide services to an applicant prior to receiving approval from SMO. SMO, in its sole discretion, shall determine whether to accept, reject or submit to its insurers for acceptance any applications for insurance risks submitted by Broker and shall incur no liability for failure to place any such risk. Broker shall not cause to be issued any advertising respecting SMO or any insurer represented by SMO, nor shall Broker cause to be issued any binder or insurance certificate. Binders issued by SMO shall become effective on such terms and at such times as SMO may establish by company policy from time to time. Upon Broker's request, SMO will request its insurers to cancel or renew any contract of insurance that Broker has committed to SMO under this Agreement, subject to compliance with applicable legal requirements and policy provisions. SMO or its insurers shall have the right to cancel or non-renew any such insurance at any time, subject to compliance with any applicable state laws or rules. SMO has no duty or implied liability whatsoever to any of Broker's policyholders or clients regarding the appropriateness and/or sufficiency of any aspect of a policy of insurance issued or written through SMO. Broker has no right or authority to, and shall not, admit liability or potential liability on the part of SMO or its insurers with respect to any claim or potential claim or otherwise.

4. Guarantee of Payment. Subject to the provisions hereof, Broker shall be responsible for and hereby guarantees payment of all premiums and additional premiums due to SMO resulting from contracts of insurance effected by SMO for Broker (the "Premiums"). Premiums shall include all applicable state taxes, policy fees, inspection fees, processing fees, and unearned commissions due to SMO on binders or policies that have been cancelled. SMO is due payment of Premiums in accordance with terms established by SMO from time to time. Such payment obligation shall not be contingent upon the issuance of a policy. If Broker does not make payment of any

sums due in accordance with established terms, SMO may, without waiver of any other remedy, cancel the appropriate contract of insurance for nonpayment of Premiums. Any credit extended to insureds shall be at the Broker's sole risk and Premiums shall be paid to SMO by the Broker when due, whether or not they have been collected by Broker.

5. Uncollectible Adjustable Premiums. Premiums (including those which have been determined by audits, retrospective rating adjustments and/or interim reports) are fully earned at the invoice date of such audits or other adjustments as evidenced by an invoice by SMO. Broker will be relieved of responsibility for any uncollectible Premiums thirty (30) days after invoice date, but only if the Broker, after diligent efforts, is unable to collect such Premiums and Broker notifies SMO, in writing, within thirty (30) days from said invoice. Such notice shall be a letter sent by mail or telecopier, received at the office of SMO within thirty (30) days of the invoice date. Broker's failure to make diligent efforts to collect such Premiums shall constitute an acceptance by Broker of responsibility to pay such Premiums. If commission applies to these adjustments, none will be paid to Broker on Premiums collected directly by SMO at any time after SMO has received Broker's notice. In addition, Broker's notice to SMO shall not relieve Broker of responsibility to make any and all attempts to collection of such Premiums prior to thirty (30) days after invoice date.

6. Flat Cancellation. No insurance contract may be returned to SMO for flat cancellation (i.e., the cancellation is effective from inception of the policy) unless it is returned prior to the inception or effective date of the contract. Earned Premiums shall be computed and charged on every insurance contract canceled after inception in accordance with the cancellation provisions of such contract.

7. Commissions. Broker shall be compensated, as full compensation under this Agreement, by payment of commissions in accordance with the rates and conditions set forth in the commission schedule that is current at the time of binding or renewing coverage. Broker shall have no right to offset or take credit for any commission or Premium under one policy of insurance against any other policy of insurance placed through SMO. Broker shall be responsible for paying commission or other compensation to sub-brokers and agents who place insurance through Broker under this Agreement.

8. Advance Commissions. Broker shall refund any advance commissions on canceled policies and Premium reductions at the same rate upon which the Broker originally retained such commission. Broker shall pay such refunds directly to Broker's customer or to a premium finance company, as applicable. Broker is solely liable for the issuance of refunds of Broker's advance commissions.

9. Recordkeeping and Access. Broker agrees to keep and maintain accurate records of all insurance business placed under this Agreement. During the term of this Agreement, and for a period of three (3) years following termination of this Agreement for any reason (or such longer period if required by applicable law or regulation), Broker will provide SMO and its insurers a right to inspect Broker's books and records concerning the business to which this Agreement applies. Any such inspection by SMO or its insurers shall be conducted during normal business hours and upon reasonable prior written notice to Broker.

10. Financed Premiums. Broker acknowledges that SMO and its insurers are not party or parties to any arrangements made by or on behalf of Broker or Broker's customers with any entity providing financing to pay any Premium due to SMO or its insurers. Broker shall not represent itself or any of its agents, employees or sub-agents as the agent or representative of SMO or its insurers in dealing with any such premium finance company. The existence of a premium finance arrangement must be disclosed to SMO in writing on the insurance application and prior to any coverage being bound. The issuance of a check or payment by a premium finance company alone does not constitute written notice of a premium finance arrangement as required by the preceding sentence. All financed Premium money must be made payable to and sent directly to SMO by premium finance companies. If SMO has been notified in writing of the existence of a Premium finance arrangement, SMO will return financed Premiums directly to the premium finance company. Unless otherwise expressly required by law, SMO shall have no liability

for the return of unearned Premiums and commissions that are paid by SMO to Broker when the existence of a premium finance arrangement has not been disclosed to SMO in writing pursuant to this Section 10.

11. Control of Business/Expirations. Provided that the Broker has accounted for and paid over all Premiums to SMO for which it may be liable, all business placed under this Agreement by Broker, including the Broker's records and use and control of expirations, shall remain the property of Broker and left to Broker's undisputed possession and control if the Broker is still recognized as "broker of record" by the client. The parties agree, however, that in the event there are Premiums due to SMO at the termination of this Agreement for any reason, SMO shall have the exclusive use and control of all expirations and renewals of such business unless and until the Premiums have been paid in full to SMO.

12. Policy Renewal. Broker understands that expiring policies are not automatically renewed, and Broker must request and receive renewal quotations from SMO subject to the same terms and conditions as if the business were a new presentation to SMO.

13. Broker's Expenses. Broker will be responsible for all of Broker's expenses, including rentals, transportation, equipment, facilities, support staff, attorney's fees, postage, advertising, personal local license fees, municipal, county and occupational taxes, Errors and Omissions Insurance, and all other expenses of Broker.

14. Indemnification. Each party agrees to indemnify and hold harmless the other party, and its officers, directors and employees, from any damage or liability for loss, costs, expenses, fines or penalties, including punitive or exemplary damages, and all costs of defense including reasonable attorneys' fees and costs of investigation, resulting from any negligent or intentional wrongful act, error or omission related to the business covered by this Agreement, or resulting from any violation of this Agreement, or resulting from any act or transaction in excess or in contravention of the power and authority granted under this Agreement

15. Assignment. This Agreement shall bind and shall inure to the benefit of the successors or assigns of SMO. This Agreement may not be assigned by Broker without the express written consent of SMO prior to any such assignment.

16. Cost of Collection. Broker will be responsible for all legal expenses, attorneys' fees and costs incurred by SMO in the collection of monies due under this Agreement.

17. Errors and Omissions Insurance. Throughout the term of this Agreement, Broker shall purchase and maintain Errors and Omissions Insurance coverage for the activities as contemplated in this Agreement, with liability limits of not less that $1,000,000 per occurrence. Evidence of such insurance shall be provided to SMO upon execution of this Agreement and thereafter upon SMO's written request. Broker shall ensure that any agents or sub-brokers who place business through Broker under this Agreement shall maintain insurance coverage in accordance with this section 17.

18. Termination.

a. This Agreement may be terminated by Broker or SMO upon not less than thirty (30) days advance written notice. Broker's ability to submit applications for new or renewal insurance under this Agreement shall cease as of the effective date of termination. All rights and obligations of each party to this Agreement, other than Broker's ability to place business under this Agreement, shall continue in full force and effect until the expiration of the last outstanding policy of insurance issued by SMO's insurers on Broker's behalf in accordance with this Agreement, at which time this Agreement shall terminate in its entirety without further action by Broker or SMO.

b. This Agreement may be terminated by SMO, immediately and without prior written notice to Broker, in the event that any public authority suspends, revokes, or refuses to renew Broker's licenses or certificates of authority necessary to conduct business pursuant to this Agreement.

c. This Agreement may be terminated by SMO, immediately and without prior written notice to Broker, in the event of any merger, sale, transfer or assignment of Broker's agency ownership, business or assets to a third party or upon the formation or termination of any corporation or partnership that is a party to this Agreement by Broker, unless Broker notified SMO prior to such event and SMO consented in writing to the assignment of this Agreement.

d. This Agreement may be terminated by either party, immediately upon written notice to the other party, in the event of their insolvency, bankruptcy, assignment for the benefit of creditors, abandonment, willful misconduct, abuse of authority, fraud, or material misrepresentation.

19. Confidential Information. Broker shall not, either during the term of this Agreement or upon expiration of this Agreement, communicate, disclose or utilize to or for Broker's own benefit or the benefit of any other entity or persons, any techniques, plans, designs, programs, customer information or other information not in the public domain pertaining to the business or affairs of SMO or of any of Broker's affiliates. Information shall not be considered to be in the public domain if revealed or disclosed in contravention of this Agreement or the agreements made between SMO and other parties. This section 19 shall survive termination of this Agreement.

20. Automatic Compliance and Severability. If and to the extent that any of the provisions of this Agreement, or any amendments to this Agreement are, or become, in conflict with any applicable statutes or regulations of the state in which Broker or SMO are located, such provision shall be deemed to be amended to conform to those statutes or regulations. If any provision of this Agreement is held to be invalid, illegal or unenforceable, this action shall not affect or impair, in any way the validity, legality or enforceability of the remainder of this Agreement. This section 20 shall survive termination of this Agreement.

21. Applicable Law, Venue, and Consent to Jurisdiction. This Agreement shall be interpreted in accordance with the laws of the State of Florida. Any dispute or other legal action concerning this Agreement shall be brought only in a court of competent jurisdiction in Duval County, Florida, and the parties hereby consent to the jurisdiction of said court in Duval County, Florida. This section 21 shall survive termination of this Agreement.

22. Entire Agreement. This Agreement revokes and supersedes any and all previously existing Broker Agreements between SMO and Broker as parties hereto. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and, except as otherwise provided herein, may only be changed or modified by an agreement in writing signed by all of the parties hereto.

23. Execution and Delivery. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. A manually signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties further agree that this Agreement may be electronically signed. The parties agree that electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. This Agreement and all documents related hereto may be reproduced by each party by electronic digital storage, computer tapes, photographic, photostatic, optical character recognition, microfilm, microcard, miniature photographic or other similar process, and each party may destroy any original document so reproduced. All parties hereto agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course

of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

24. Personal Guarantee. If Broker is a natural person, such Broker is personally liable and guarantees payment for any and all money due SMO under this Agreement. If Broker is a corporation, partnership or other business entity, in consideration for SMO's agreement to accept and bind insurance business placed by Broker under the terms of this Agreement and to advance Premiums and commissions related to such insurance business, the undersigned shareholders, partners, owners or principals (collectively, the "Guarantors"), by signing this Agreement, accept personal liability for and personally guarantee any and all money due SMO under this Agreement. By signing this Agreement, each of the Guarantors acknowledges and agrees that this Agreement is a validly executed and legally binding contract and hereby waives any right to challenge the validity of this Agreement or any obligations incurred by or on behalf of Broker pursuant to the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in Duval County, Florida as of the date first above written.

SHELLY, MIDDLEBROOKS & O'LEARY, INC.	BROKER:
	Legal Name: _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

IF BROKER IS A CORPORATION, PARTNERSHIP, LLC OR OTHER BUSINESS ENTITY, THE UNDERSIGNED SHAREHOLDERS, PARTNERS, OWNERS OR PRINCIPALS OF BROKER HEREBY EXECUTE THIS AGREEMENT FOR PURPOSES OF ACCEPTING THE PERSONAL GUARANTEE REQUIRED BY SECTION 24 (NOTE: ATTACH ADDITIONAL SIGNATURE PAGES AS NEEDED)

GUARANTOR:	GUARANTOR:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
GUARANTOR:	GUARANTOR:
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

PERSON TO WHOM CORRESPONDENCE SHOULD BE ADDRESSED:

a) ACCOUNTING _____

b) UNDERWRITING _____

c) CLAIMS _____