

Single Group Agent Agreement



Agent Name: _____ DFS License No.: _____

Agent Address: _____

Payee Name: _____ Payee Tax I.D. #: _____

Payee Address: _____

Commission Percentage: _____ %

General Agency (if applicable): _____

Employer Group Name: _____

Employer Group Address: _____

Effective Date of Coverage: _____

The following Agreement is entered into by and between the undersigned Agent and AvMed, Inc., d/b/a AvMed Health Plans (herein referred to as AHP).

- 1. APPOINTMENT/SUBMISSION OF APPLICATIONS** Agent shall be properly licensed to solicit business in the State of Florida. The Agent may submit applications and assist in the enrollment of employer groups.
- 2. AGENT COMPENSATION AHP** shall pay Agent monthly compensation at the specified rate so long as the following requirements are met: 1) said employer group contract remains in effect; 2) this Agreement remains in effect; 3) the employer pays premium in full to AHP; 4) the Agent is living, or if a corporation or partnership remains a corporation or partnership; 5) the Agent remains continuously and properly licensed to solicit insurance; and 6) the Agent is continually recognized by the employer group as their agent.
- 3. LIMITATION OF AUTHORITY** Agent shall have no authority to alter, bind, waive any policy or directly or indirectly sell AHP coverages at any reduction or deviation from the rates, terms of conditions of such coverage communicated to Agent by AHP or deviate in any manner from the rates and forms communicated to Agent by AHP. Agent shall not enter into any legal proceedings pertaining to AHP's business as a representative of AHP.
- 4. RIGHTS** This Agreement begins on the Effective Date of Coverage. AHP, may, with 30 days written notice, change the rate of commission and alter any terms of this agreement. Either party may terminate this entire Agreement with 30 days written notice. This Agreement may be canceled immediately by either party for: cancellation, suspension or revocation of any license necessary to the other party to conduct business under this Agreement, abandonment by the other party, fraud, deceit, dishonest or material misrepresentation in connection with this Agreement, insolvency or bankruptcy of the other party, or for a default in the performance of any term or provision of the Agreement. Compensation for new groups vests with Agent for six months from the Effective Date of Coverage and monthly thereafter while this Agreement is in effect.
- 5. RELATIONSHIP** Nothing in this Agreement shall be construed to create the relationship of employee and employer between the Agent and AHP. Agent is an independent contractor.
- 6. ADVERTISING & TRADEMARK** Each party reserves the right to control the use of its name and all symbols, trademarks and service marks presently existing or hereinafter established with respect to it. Each party agrees that it will not use the other's name, symbol, trademark or service mark in advertising or promotional materials or otherwise without prior written consent of the other and will cease any and all usage immediately upon request of the other upon termination of this Agreement.

Agent shall use no advertising material either in general terms, or in relation to, any specific agreement which refers to AHP coverages unless the prior written consent of AHP thereto is secured. Such approval shall not be construed as binding on AHP to bear any part of the cost or expenses thereof unless so specified. Agent shall not issue or circulate any illustration, circular, statement, memorandum, document or ad-

vertising in any medial or any sort knowingly misrepresenting the terms, benefits or advantages of any AHP coverages no make any knowingly misleading statements of any kind, financial or otherwise, regarding the subject matter of this Agreement.

7. **INDEMNIFICATION** Agent agrees to indemnify, defend, and hold AHP harmless from and against any and all claims incurred in connection with such claims, including any action or proceeding brought thereon, arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person arising out of or in connection with this Agreement caused by the negligence or misconduct of Agent or the contractors, servants or employees of Agent; excepting, however, in each case, claims caused by the negligence or misconduct of AHP or its agents, contractors, servants, or employees of AHP.
8. **SUPPLIES** All ownership of supplies, books and other property prepared and furnished by AHP to Agent shall be vested to AHP, and these shall be delivered to AHP immediately upon the termination of this Agreement or at any time upon the request of AHP.
9. **HIPAA** Agent agrees to comply with any and all requirements of the Health Insurance Portability and Accountability Act related to this agreement and if necessary, agrees to execute a Business Associates Agreement with AvMed to comply with HIPAA.
10. **ASSIGNMENTS** No commissions shall be assigned or transferred, either in part or whole, without prior written consent of AHP. This includes absolute assignments, and assignments as collateral security. Any indebtedness of the Agent to AHP shall constitute a first lien on any compensation due to the Agent by AHP.
11. **ARBITRATION** Any controversy or claim arising out of or relating to the interpretation or application of this Agreement, or breach thereof, that cannot be resolved through negotiation by the parties may be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or in accordance with any other rules agreed upon by the parties. Written request for arbitration shall be made within 12 months following the date such claim or controversy cannot be resolved through negotiations. Judgment upon the decision issued by the arbitrator may be entered in any court having jurisdiction thereof. The expenses of the arbitrators will be shared equally by both parties. AHP and Agent waive their right to seek remedies in court, including their right to trial by jury, except for enforcement of the decision of the arbitrator(s).
12. **PUNITIVE AND EXEMPLARY DAMAGES AHP** and Agent agree that the arbitrator(s) shall have no authority to award punitive and/or exemplary damages and waive their right to such damages.
13. **ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the Agent and AHP hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

This Agreement has been executed by the undersigned parties on this _____ Day of _____ of 20____.

Signature by Agent

FOR INTERNAL USE ONLY

AvMed, Inc:

Signature: _____

Full Name (please print): _____

Title: _____