



# PROPERTY & CASUALTY

## AGENT APPOINTMENT AND AGREEMENT

This Agent Appointment and Agreement is made this \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_ Yellowstone County \_\_\_\_\_ (County, hereinafter "Entity"), MACo Property and Casualty Trust (hereinafter "MACo PCT") and \_\_\_\_\_ (local agent/agency, hereinafter "Agent"), for the purpose of setting forth the rights and responsibilities of each party. It is understood that the agent is the representative of the Entity that designated them to perform the tasks listed below.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. RELATIONSHIP OF PARTIES:

- a. The Agent is an independent contractor, not an employee of either MACo PCT or the Entity. The Agent performs services as agreed upon between the Entity and the Agent. MACo PCT is not a party to that agreement.
- b. MACo PCT agrees to pay to the Agent the commission agreed upon between the Entity and the Agent based on the net contribution assessed on the Entity for property, liability, excess insurance, and bond payments.
- c. Entity is responsible for appointing an Agent to perform the below described services.

#### 2. RESPONSIBILITY OF AGENT: The Agent will provide the following information and services as needed and required by MACo PCT:

- Provide the necessary underwriting information and application for annual renewals in a timely manner as required by MACo PCT.
- Provide updated building and contents, vehicle, contractor, and other schedules including additions and deletions during the course of the policy year.
- Coordinate loss control services and other services provided by MACo PCT including periodic property appraisals and monitoring the achievement of established action plans.
- Participate in and coordinate claims reporting, documentation, and reviews with their entities and MACo PCT Claims Department at a minimum of once each quarter.

- Attend scheduled Agent meetings and report to the entity(s) the information presented at those Agent meetings, specifically mid policy year and renewal information.
- Provide input and advice to the MACo PCT Trust Administrator relative to coverages, services and overall program processes and effectiveness.
- Cooperate fully with MACo PCT to facilitate investigation and adjustment of any claim when requested to do so.
- Refrain from admitting or denying liability on any claim against the Entity.

**3. RESPONSIBILITY OF AGENT; INDEMNIFICATION AND ASSURANCES:** Agent shall:

- Secure and maintain an errors and omissions policy carrying a liability limit of not less than \$1,000,000.
- Maintain Books of account pertaining to the Entity's business which will be open for inspection by MACo PCT and the Entity upon reasonable notice.
- Indemnify and hold harmless the Entity and MACo PCT from all liability arising out of the Agent's error, act, or omission, except to the extent that such error resulted from MACo PCT or the Entity.

**4. PERFORMANCE AND TERMINATION:** The parties agree the services will begin on the above date. This agreement shall remain in force until terminated by either party.

Any party may terminate this agreement without cause at any time by written notice. If any party materially breaches any provision of this agreement, the non-breaching parties may terminate immediately without prior written notice and seek damages for losses sustained as a result of such breach.

MACo PCT and Entity reserve the right to terminate this agreement immediately if Agent's insurance license is revoked or suspended, or if Agent fails to comply with Montana law, or Agent becomes bankrupt or insolvent.

**5. GENERAL PROVISIONS:**

- a. No failure to insist upon strict compliance with any of the above terms shall constitute a waiver of the right to later require compliance or will constitute a waiver of any other provision of the Agreement.
- b. Entity and MACo PCT reserve the right to require an Agent to change the Agent's representative if they are dissatisfied with representative's performance.
- c. This agreement will be interpreted under the laws of the State of Montana, with the 1st Judicial District as the exclusive venue for disputes.

6. **CONFIDENTIALITY OF INFORMATION:** Agent understands that materials in the claims files are highly sensitive and contain privileged information of claimants. Agent agrees to hold in strict confidence all information Agent receives, either orally or in writing, in regard to the claim files. Agent agrees not to divulge any information received or reviewed in relation to the claim files to any person or entity other than MACo PCT Claims personnel and their designated agents.

Devan Holness / Marsh McLennan Agency  
Agent/Agency Name

[Signature]  
Agent Signature

8/16/24  
Date

\_\_\_\_\_  
County Commission Chair or Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
MACo PCT Trust Administrator  
Acknowledgement of Receipt by MACo PCT

\_\_\_\_\_  
Date

**Commission Percentage** \_\_\_\_\_

