



Statement of Coextensive Local Acknowledgment

This Acknowledgment is made this day of , 20 , by and between
[]
(hereinafter referred to as "Local") and BIG I NEW YORK. ("Big I NY").

R E C I T A L S

A. Big I NY is an advocate for independent insurance agencies and brokerages in New York State and exists to advance the performance and success of its members. Big I NY agrees to recognize a co-extensive relationship with any local association which shares a common purpose by helping to provide support for Big I NY members in the geographic area served by the Local. When requested by the Local and to the extent it is practical to do so; Big I NY will provide assistance with various needs as requested by the Local

B. Local desires to have a coextensive relationship with Big I NY and make use of benefits and subscribe to conditions as set forth in this Acknowledgment.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. Coextensive Membership. In consideration for the benefits of a coextensive relationship with Big I NY and Local as set forth in this Acknowledgment, the parties hereto agree as follows:

(a) Local shall at all times require as a condition of voting membership with the Local, under the Bylaws of Local or otherwise, that such voting member must also be a member in good standing with Big I NY. Within thirty (30) days of written notice from Big I NY to Local that a member is no longer in good standing with Big I NY, the Board of Directors of Local shall take all steps reasonably necessary to bring that member into good standing with Big I NY or to terminate that member's voting membership with Local.

(b) For all voting members of Local, Big I NY shall at all times require as a condition of membership with Big I NY, under the Bylaws of Big I NY or otherwise, that such member must remain a member in good standing with Local. Within thirty (30) days of written notice from Local that a member is no longer in good standing with Local, the Board of Directors of Big I NY shall investigate and if necessary terminate that member's membership with Big I NY.

2. Grant of Nonexclusive License. Big I NY hereby grants to Local and to the voting members of Local in good standing, the nonexclusive right to use copyrighted materials and the registered trade or servicemarks of Big I NY and, to the extent permitted under separate arrangements between Big I NY and the Independent Insurance Agents and Brokers of America ("National"), such intellectual property rights of National with the exception of, but not limited to, the Trusted Choice name and servicemarks, use of which requires



separate Acknowledgment and those requirements are set forth here as Exhibit A. Local hereby represents and warrants that it shall make use of such licensed property in accordance with any and all direction from Big I NY and/or National and that the use of such licensed property shall cease and desist upon written notice from either Big I NY and/or National. Local hereby acknowledges that it is not the owner of the licensed property and that it shall not grant a sublicense or otherwise permit the use of the licensed property by anyone other than a voting member of Local at any time.

3. Interaction with Big I NY.

(a) Local shall allow, and Big I NY agrees to conduct at Big I NY 's expense, an annual orientation regarding Big I NY 's programs and services for the Local's Board of Directors. In addition, Big I NY will be invited as a featured speaker at least one (1) regular meeting each year of the membership of the Local for the purpose of orienting and educating the membership of the Local of the services and support available from Big I NY.

(b) The Local shall send its incoming chief elected officer or in his/her inability to attend the next in line to hold that office to the Big I NY Annual Meeting at Big I NY expense and the Local representatives are encouraged to attend all associated events. Specific expense covered by Big I NY shall be governed by Big I NY's Expense and Reimbursement Policy.

4. Billing Support.

(a) Big I NY shall include on its statement for membership dues to be collected from Big I NY members the membership dues charged to members of Local and any other Local approved funds, either voluntary or mandatory, to be collected from members at the direction of the Local. Big I NY and Local agree to work cooperatively in communicating the information necessary to provide this service including, without limitation, membership lists containing current name, address, contact information and membership fees due from each member of Local that is to be invoiced by Big I NY.

(b) Big I NY agrees to collect and remit all Local dues so collected in accordance with the established policies and procedures of Big I NY that are used in collecting the membership dues of Big I NY members, as may be amended from time to time. Big I NY agrees to provide the billing of Local dues at no charge to Local. Any other items to be included on the billing statement, beyond Local Dues, require prior notice and approval from Big I NY and may be subject to a setup charge to cover programming costs. Upon the remitter of membership dues collected from local members to a designated recipient of Local dues or upon the remitter of membership dues into an account as directed by the Local, the Local shall indemnify and hold Big I NY harmless for any further obligation with respect to the funds so collected.

(c) Big I NY shall keep and maintain such books and records as are necessary to establish, to the reasonable satisfaction of both parties, the proper discharge of its obligations for billing hereunder. Representatives of Local may, upon request, inspect such books and records relating to all billing of Local members.



(d) Both parties agree that all membership information exchanged, and all reports created with respect to members, shall be kept confidential. Both parties shall exercise due care to preserve and protect all information in its possession, and will not disclose or provide information or reports to any other person without the written permission of the other party, except as may be required by law or judicial process.

5. Termination. This Acknowledgment shall be terminated by mutual Acknowledgment, upon a material breach of any provision by either party or upon either party becoming insolvent, bankrupt or the subject of proceedings relating to its liquidation or insolvency.

6. Miscellaneous. Nothing in this Acknowledgment shall be construed as creating, or requiring, any joint or leased employees, or any partnership or other joint entity or enterprise for any purpose. The benefits and obligations of either party may not be assigned without the prior written consent of the other party. This Acknowledgment constitutes the entire Acknowledgment and understanding between the parties with reference to the subject matter hereof and supersedes all prior written and oral communications between the parties relating to such subject matter. This Acknowledgment may not be assigned by either party without first obtaining the prior written consent of the other party.

Dated: _____

Big I New York

By: _____
Lisa Lounsbury, CAE, AAI, AIS
President and CEO

Dated: _____

[_____]

By: _____
Name & Title

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