

**CONSULTANT AGREEMENT
PROPERTY & CASUALTY**

This agreement made this _____ day of _____ 20_____, by and between _____ (hereinafter called the consultant), and _____(hereinafter called the client).

The client agrees to pay the consultant a fee at the rate of \$_____ per hour. This fee shall in no event exceed \$_____ (insert the agreed upon maximum fee, if any), nor shall it be less than \$_____ (insert the agreed upon minimum fee, if any), and in no event shall the consultant, nor any person in whom he has an interest, receive or share in any commission or compensation paid, directly or indirectly, by an insurer with respect to any property and casualty insurance procured, renewed or terminated except as otherwise provided by Title 24-A MRSA § 1466.

The client hereby engages the consultant to review his/her insurance program and offer any advice, counsel, opinion, or service with respect to the benefits, advantages, or disadvantages of the client's insurance program or needs and to provide all policies, records and information necessary in order for the consultant to make a proper evaluation of such program or needs.

The consultant agrees to treat as confidential and to use only for the advancement of the interests of the client, all such records and information, to evaluate the client's insurance program or needs and to prepare, in duplicate, a final written report incorporating the consultant's advice, counsel, or opinion in regards to such insurance program or needs, and a calculation of the final fee including any commission offset. The original, signed by the consultant will be submitted to the client. The duplicate will be retained by the consultant as prescribed by law and shall be available to the Superintendent of Insurance upon request.

Dated: _____
Consultant

Dated: _____
Client