



# Idaho Surveying and Rating Bureau, Inc. Subscribership Agreement

THIS AGREEMENT, Made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the IDAHO SURVEYING AND RATING BUREAU, INC., a non-profit, cooperative association organized and existing under and by virtue of the laws of the State of Idaho, hereinafter termed the "Association," and \_\_\_\_\_, a licensed property insurance company, qualified to engage in the insurance business in the State of Idaho, hereinafter termed the "Subscriber," WITNESSETH:

WHEREAS, The Association is engaged in the business of an insurance rating bureau for property under the laws of the State of Idaho; and

WHEREAS, The Subscriber has made application to and been accepted as a subscriber to the Association; and

WHEREAS, The Bylaws of the Association require the execution of a subscribership agreement between the Association and its subscribers as a condition of subscribership;

NOW, THEREFORE, For and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. The Association hereby acknowledges compliance by the Subscriber of all prerequisites to subscribership in the Association.
2. The Subscriber accepts the Articles of Incorporation and Bylaws of the Association and agrees to be bound thereby so long as it shall remain a subscriber.
3. The Subscriber hereby authorizes and empowers the Association, as its duly authorized agent, to make on its behalf insurance filings, as directed on the Affiliation Application and changed in writing from time to time, for fire insurance and allied lines written by the Subscriber upon risks located in the State of Idaho. Subscriber agrees that it retains the right to make its own individual filings.
4. The Subscriber acknowledges that the material it will receive as a result of its subscribership are copyrighted by the Association and the Subscriber shall not challenge or dispute the validity or ownership of such copyrights nor take any action in violation of the Association right therein.
5. The Subscriber acknowledges that it is not required to use loss costs, rates, rules, or forms that have been or will be filed or issued by the Association, except as may be required by law or regulation. The Subscriber shall not state or in any way suggest or represent to any entity that it is or has been required to do so.
6. This Subscribership Agreement shall be governed by the laws of the State of Idaho.
7. The Subscriber agrees:
  - (a) To pay all assessments levied against it by the Association not more than thirty (30) days after receipt of notice of the amount thereof.
  - (b) To pay for special services of the Association in accordance with the price schedule to be fixed by the Board of Directors and subject to change by the Board.
  - (c) To file at the home office of the Association and keep on file a mailing address for use by the Association in forwarding notices and publications of the Association in which the subscriber may have any interest.
8. This Subscribership Agreement shall continue until the Subscriber resigns by written notice or is suspended or expelled by the Board pursuant to Article XIII of the By-Laws of the Association. The stock or asset sale, acquisition and/or merger of the Subscriber shall not terminate this Subscribership Agreement, unless the Subscriber resigns by written notice.

IN WITNESS WHEREOF, The parties hereto have hereunto set their corporate names and caused this agreement to be executed the day and year first above written by their duly authorized corporate officers.

By \_\_\_\_\_  
For Idaho Surveying & Rating Bureau, Inc.

Insurer \_\_\_\_\_  
Name of Subscriber Company

By \_\_\_\_\_  
Signature of Executive Officer

\_\_\_\_\_  
Title of Executive Officer

(Signatures and dates on this agreement will be obtained via DocuSign after it is emailed back to us.)