

COUNTY FARM BUREAU
INSURANCE PARTNERSHIP AGREEMENT

This is an Agreement entered into by and among _____ County Farm Bureau, a Michigan non-profit corporation with an office located in _____, Michigan and hereinafter referred to as the "COUNTY FARM BUREAU", and Farm Bureau Life Insurance Company of Michigan, a Michigan insurance corporation with offices located at 7373 West Saginaw Highway, Lansing, Michigan, 48917 and hereinafter referred to as "FARM BUREAU INSURANCE", and Michigan Farm Bureau, a Michigan non-profit corporation with offices located at 7373 West Saginaw Highway, Lansing, Michigan, 48917 and hereinafter referred to as "MFB".

The purpose of this Agreement is to establish support, promotion, communication, and understanding that encourages a healthy relationship between the County Farm Bureau, MFB and FARM BUREAU INSURANCE.

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree, as follows:

I. The COUNTY FARM BUREAU shall:

- A. With regard to the overall insurance program:
 - 1. Promote the growth of the FARM BUREAU INSURANCE companies through product and service promotion and agent partnership opportunities.
 - a. Counties are encouraged to invite agents, specialists and Managing Partners to attend and occasionally present at County meetings and special events.
 - b. Counties are responsible for having insurance product brochures available within County offices.
 - c. Counties shall promote FARM BUREAU INSURANCE at county projects and events using sponsorship fees as described in Section II.4.
 - 2. Work with FARM BUREAU INSURANCE on county issues as they pertain to this Agreement.
- B. With regard to the agency force:

1. Provide the FARM BUREAU INSURANCE agents (hereinafter referred to as the "insurance agents") and agent staff with Farm Bureau membership and member service materials.
2. Keep the insurance agents and Managing Partners informed on COUNTY FARM BUREAU programs and key policy development agricultural issues.
3. In no way interfere with the obligations or contractual agreements between FARM BUREAU INSURANCE, Managing Partners, and the insurance agents or their policyholders.
4. Occasionally collect and process insurance payments when the County Farm Bureau is a stand-alone office (not in one's home or shared with an agent).

II. FARM BUREAU INSURANCE shall:

1. Work with the COUNTY FARM BUREAU Executive Committee and Board of Directors on insurance matters, as they pertain to this Agreement.
2. Through the Managing Partners, provide a monthly written report to the COUNTY FARM BUREAU Board of Directors on the goals, progress, appointment of new agents and office openings, and status of FARM BUREAU INSURANCE. A Managing Partner is to attend COUNTY FARM BUREAU Board meetings at least four times a year, unless otherwise agreed upon between the COUNTY FARM BUREAU Board of Directors and the Managing Partners. Managing Partners are encouraged to introduce new agents at COUNTY FARM BUREAU events.
3. Agent Sub-offices, as well as Area Service Offices, shall, in addition to facilitating FARM BUREAU INSURANCE services, offer all usual COUNTY FARM BUREAU services, including, but not limited to, dispensing membership and member service program information and sales and receipt of membership dues.
4. Pay to the COUNTY FARM BUREAU a sponsorship fee in the amount of One Dollar (\$1.00) per COUNTY FARM BUREAU member. Such sponsorship fee shall be based on the COUNTY FARM BUREAU membership total at the end of the COUNTY FARM BUREAU's fiscal year. Payment will be made annually, on or before November 1 following the end of the COUNTY FARM BUREAU's fiscal year.

Sponsorship fee will be provided to counties in exchange for COUNTY FARM BUREAUS giving recognition to FARM BUREAU INSURANCE

as a sponsor for all major County Events (such as County Annual Meetings, Project REDs, Breakfast on the Farm, etc.). Sponsorship recognition is to be prominently displayed within the County Annual Booklet, as well as through signage at County Events, at the COUNTY FARM BUREAU expense.

5. In no way interfere with the obligations and/or contractual agreements between the County Farm Bureau, MFB and the members.

III. MFB shall:

1. With regard to the COUNTY FARM BUREAU and FARM BUREAU INSURANCE, act as a liaison and mediate differences of position or opinion between FARM BUREAU INSURANCE and the COUNTY FARM BUREAU.
2. Annually provide FARM BUREAU INSURANCE a membership list with year-end total members, within 30 days of the close of the county fiscal year for payment of the sponsorship fee.
3. Annually provide FARM BUREAU INSURANCE a membership list, with technology fee costs per county, within 30 days of the close of the county fiscal year, for the technology fee billing.

IV. The COUNTY FARM BUREAU, FARM BUREAU INSURANCE, and MFB mutually agree:

- A. That this Agreement shall be reviewed periodically by the MFB Officers Committee and that there shall be no change in this agreement between the COUNTY FARM BUREAU, FARM BUREAU INSURANCE, and MFB without the prior approval of the Boards of Directors of MFB, FARM BUREAU INSURANCE, and the COUNTY FARM BUREAU.
- B. That the responsibility for the administration of this Agreement shall be shared jointly by the COUNTY FARM BUREAU, FARM BUREAU INSURANCE, and MFB.
- C. That the County President, Regional Representative, Managing Partner and County Administrative Manager/Coordinator shall meet annually to plan the use of sponsorship fees as described in section II.4 as well as other information that supports the COUNTY FARM BUREAU and FARM BUREAU INSURANCE relationship.
- D. That, where a matter or issue arises that is not adequately resolved by the terms and conditions of this Agreement, upon the request of any party hereto, all three parties

to this Agreement shall meet and attempt to resolve such matter or issue to the mutual satisfaction of all three parties.

- E. That FARM BUREAU INSURANCE, will provide a computer system and printer to the COUNTY FARM BUREAU for the purpose of supporting COUNTY FARM BUREAU operations. COUNTY FARM BUREAU personnel shall have access to, and full use of, the computer and printer in order to complete COUNTY FARM BUREAU business, provided that the COUNTY FARM BUREAU compensates FARM BUREAU INSURANCE for such use according to Addendum A.

A committee made up of FARM BUREAU INSURANCE and MFB staff will review the technology cost structure annually during the last quarter of each membership year and adjust Addendum A accordingly to recoup fixed costs incurred for equipment, software and broadband costs incurred by counties. If technology fee changes are necessary, they will be shared with county Farm Bureaus during county budget time, prior to the start of the county fiscal year. FARM BUREAU INSURANCE reserves the right to increase technology costs to make up the difference in fixed expenses incurred versus county revenue received for technology expenses for the prior fiscal year.

Counties that are no longer in need of the computer system and printer must notify the MFB County Services Department prior to July 15. If no notification occurs, the counties will be responsible for the annual technology costs outlined, herein, for the next calendar year.

Counties that directly own or lease their own building will be compensated a set amount for their monthly broadband connection costs by FARM BUREAU INSURANCE. This annual payment will be sent within 60 days of the close of the County fiscal year to pay for broadband costs for the fiscal year. Broadband compensation will be reviewed and adjusted on an annual basis. Counties that lease space from a FARM BUREAU INSURANCE agent will be responsible for one-third (1/3) of the cost of the total broadband connection cost. Counties will be responsible for tendering payment of this amount to the FARM BUREAU INSURANCE agents occupying the building within 30 days of the receipt of the payment.

County Farm Bureaus that do not utilize a FBI computer system and printer, will not receive annual compensation for broadband costs.

- F. That, if the COUNTY FARM BUREAU decides to establish its office at premises occupied by an insurance agent, such relocation and/or purchase must first be submitted for notification purposes to MFB and FARM BUREAU INSURANCE. The amount of rent charged is to be negotiated between the COUNTY FARM BUREAU and the insurance agent. This rent amount shall be clearly documented in a lease or sublease agreement.

V. This Agreement shall constitute the entire agreement among the parties hereto concerning the particular matters addressed herein and it hereby cancels and supersedes all prior agreements among the parties related thereto. Any alteration, modification, or revision of this Agreement shall be made in accordance with the applicable provisions of Part IV of this Agreement.

VI. This Agreement shall become effective on September 1, 2017, and shall continue in full force and effect, unless and until terminated by any party hereto by giving at least sixty (60) days written notice to the other parties.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective, duly authorized officers.

_____ COUNTY FARM BUREAU

Date: _____

By: _____
President

FARM BUREAU LIFE INSURANCE
COMPANY OF MICHIGAN

Date: _____

By: _____
James Robinson
Chief Executive Officer

MICHIGAN FARM BUREAU

Date: _____

By: _____
Scott Piggott
Chief Executive Officer

2017-2018
ADDENDUM A:
ANNUAL TECHNOLOGY FEE COMPENSATION

Such compensation shall be Sixty Cents (\$.60) per member for the Technology fee if the county has more than one FBI computer system within the county office.

Compensation for the Technology fee shall be Fifty Cents (\$.50) per member if the county utilizes the computer system and printer for the services of one individual county.

Compensation shall be Forty Cents (\$.40) per member for the Technology fee if the county utilizes the computer system and printer for the services of more than one county.

Compensation shall be Twenty Five Cents (\$.25) per member for counties that do not utilize the computer and printer owned by FARM BUREAU INSURANCE, but still use FARM BUREAU INSURANCE-licensed software to conduct business (such as Office 365, View, etc.). Non FBI owned equipment will not be installed, configured or serviced by FBI.

The applicable technology payments will cover the cost of the computer and printer hardware, computer and printer support, printer toner (if applicable), broadband connection, View, Microsoft Office software and Response Center support, as the case may be. All additional costs incurred by FARM BUREAU INSURANCE for systems support that are combined with the insurance functions, including Guidewire PolicyCenter, Guidewire Billing Center, iMIS, and FB Cares, shall be borne by FARM BUREAU INSURANCE.