INDEMNITY AGREEMENT – READ CAREFULLY

CLEAR

Within this Agreement, those who sign below except for the witnesses will be referred to as the Indemnitors. The Sureties its successors and assigns, will be referred to as the Surety. Indemnitors now request the Surety to furnish a Bond. To induce the Surety to do so, the Indemnitors state the following:

REPRESENTATIONS OF FACT:

1. Either one, some or all of the Indemnitors have asked the Surety to provide a Bond.
2. The Indemnitors, both as an entire group and individually, have a substantial and beneficial interest in receiving the Bond.

PROMISES AND AGREEMENTS

In consideration of the Surety furnishing the Bond, the Indemnitors both as an entire group and individually agree to the following:

1. To promptly pay the Bond premiums as they fall due until the Surety receives legally adequate evidence that it has been relieved of any obligation.
2. To promptly pay on behalf of the Surety, and if the Surety makes a prior payment, to promptly reimburse the Surety for all incurred loss and expense of whatever kind including, but not limited to, investigation costs, interest, court costs, and attorney fees (hereinafter, the 'Loss') stemming from the Surety either furnishing the Bond or enforcing this Agreement.
3. To regard the Surety as entitled to prompt reimbursement for any payment it makes in the belief that either it is liable or payment is necessary.
4. To regard the Loss as proven when the Surety provides either originals or photocopies or either claim drafts or payment records kept in the ordinary course of business, including computer printouts as verified by affidavit.
5. To deposit with the Surety, when it demands, the amount of any reserve posted against such Loss. The Surety need only believe a potential liability exists for such Loss for the Surety to be deemed as acting in good faith when it posts the reserve and demands the deposit.
6. To permit the Surety's representatives to examine the assets and accompanying records as pledged to induce the Surety to furnish the Bond.
7. To grant the Surety the absolute discretionary right to obtain its release from the Bond. The Surety shall not be charged any damages sustained by the Indemnitors that may result.
8. Because the Surety may, at times participate with co-sureties, reinsurers, and other sureties, this Agreement shall insure to the benefit of such others as their interests may appear
9. The validity of this Agreement shall not be impaired by, the Surety shall incur no liability on account of, and the Indemnitors need not be notified of:

   (a) The Surety furnishing the Bond and renewals thereof.
   (b) Either the Surety's failure or its refusal to furnish the Bond.
   (c) Either the Surety's consent or its failure to consent to changes in either the terms, provisions, the obligation of the Bond, or the obligation secured by the Bond.
   (d) Either the taking, failing to take, or releasing of security, collateral, assignment, and the like as pertains to the Bond.
   (e) The release by the Surety of any of the Indemnitors.
   (f) Information which may come to the attention of the Surety which either affects or might affect either its rights and liabilities, those of the Indemnitors, or any one of them.

10. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

WE HAVE READ THIS INDEMNITY AGREEMENT CARFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS AS DESCRIBED HEREIN.

IF PRINCIPAL IS:

SOLE PROPRIETORSHIP, owner must sign as principal. Also the owner and spouse must sign individually.
PARTNERSHIP, one authorized partner must sign for principal. Also all authorized partners and their spouses must sign individually.
CORPORATION, President must sign for principal. Also stockholders of corporation owning 10% or more and their spouses must sign individually.

Signed this _____ day of _____, 20____.

PRINCIPAL NAME _____
Type or Print Name & Title

_____ **BY** _____
Type or Print Name & Title **Signature**

_____ _____
Type or Print Name of Individual Indemnitor **Type or Print Name of Individual Indemnitor**

X _____ **X** _____
Signature **Signature**

_____ _____
Type or Print Name of Individual Indemnitor **Type or Print Name of Individual Indemnitor**

X _____ **X** _____
Signature **Signature**

Agent Name	
Address	
City, State and Zip	
Phone #	Fax #