

**Indemnity Agreement**

The Undersigned hereby declares the truth of the representations herein, and that they are made to induce INTERNATIONAL FIDELITY INSURANCE COMPANY, (hereinafter called Surety) to issue the Bond(s) applied for. The Undersigned agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, or any Bond(s) in substitution for or in succession of the said Bond(s), or any increase or extension of time of the said Bond(s), the Undersigned hereby agrees:

- (1) To hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms and corporations in order to confirm and verify information referred to or listed herein;
- (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
- (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
- (4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from all demands, losses, costs, damages and expenses, including attorney's and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s);
- (5) To deposit with Surety on demand an amount sufficient to discharge any claim made against the Surety on said Bond(s). This sum may be used by surety to pay such claim or be held by Surety as collateral against loss or cost on said Bond(s);
- (6) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s) unless the Undersigned shall in writing provide the surety with a viable defense, request the Surety to litigate such claim, and shall deposit immediately with the Surety collateral satisfactory to the Surety in kind and amount;
- (7) That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the propriety thereof and of the liability of the Undersigned therefore to the Surety;
- (8) The Undersigned further agrees to reimburse the Surety for all expenses, counsel and attorney fees incurred by the Surety in enforcing any provision of this agreement: and
- (9) That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.
- (10) The Undersigned agree that this document and any and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulate electronic commerce.

Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of execution of the above mentioned Bond(s) pursuant to certain promises, and agreements made by the Undersigned.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



**APPLICANT**

Name of Applicant: \_\_\_\_\_

Social Security Number/Tax I.D.: \_\_\_\_\_

X \_\_\_\_\_  
Witness Sign Here

X \_\_\_\_\_  
Applicant Sign Here



Print Name

If Applicant is an Entity, Print Name and Title of Signatory

**ADDITIONAL INDEMNITORS**

Name of Applicant: \_\_\_\_\_

Social Security Number/Tax I.D.: \_\_\_\_\_

X \_\_\_\_\_  
Witness Sign Here

X \_\_\_\_\_  
Applicant Sign Here



Print Name

If Applicant is an Entity, Print Name and Title of Signatory

Name of Applicant: \_\_\_\_\_

Social Security Number/Tax I.D.: \_\_\_\_\_

X \_\_\_\_\_  
Witness Sign Here

X \_\_\_\_\_  
Applicant Sign Here

Print Name

If Applicant is an Entity, Print Name and Title of Signatory