

**AGREEMENT OF INDEMNITY**

The undersigned have requested and do request that North American Specialty Insurance Company, Washington International Insurance Company, North American Capacity Insurance Company, Westport Insurance Corporation, and any existing or future affiliates, subsidiaries, divisions, successors, assigns, co-sureties, or reinsurers ("Surety") execute or procure the execution of surety bonds ("Bonds"). This Indemnity Agreement ("Agreement") shall cover all Bonds that have been and as may hereafter be applied for or executed on behalf of any of the following ("Indemnitors"): the undersigned, any successors, any affiliates, any subsidiaries, any joint venture with others, and any person, firm, corporation or association furnished to the Surety by any of the undersigned. The undersigned hereby certify the truth of all statements in the application and attachments and jointly and severally agree:

- 1) to pay the usual premiums including continuations and/or renewals;
- 2) to completely **INDEMNIFY** the Company against any and all liability, loss, costs, damages, fees attorneys fees and other expenses which the Company may sustain or incur by reason of, or in consequence of the execution of such Bonds and any renewal, continuation or successor thereof.
- 3) that this agreement shall cover not only the suretyship above recited, but all alterations, renewals, extensions, modifications or increases in bond amount which may be requested or assented to by the Principal named in said Bond.
- 4) that the Company shall have the right to pay, settle or compromise any claim, demand, suit or judgment upon said Bond(s) and its decision in good faith to make any payment shall be final and conclusive as to the fact and extent of the liability of the undersigned.
- 5) upon demand by the Company, to deposit current funds with the Company in amount sufficient to satisfy any liability, claim asserted, suit or judgment by reason of such suretyship.
- 6) that if said Bond is cancelable, this agreement may be terminated by the undersigned as to subsequent liability, upon thirty days written notice given to the Company by such indemnitors by Certified Mail addressed to Company at its Home Office at Schaumburg, Illinois and with written confirmation from the Company stating when such termination will take effect.
- 7) that company may, in its sole discretion, decline to execute or renew any bond.

**Warning:** A person who, with the intent of defraud, submits an application or files a claim containing any false, incomplete or misleading information, or helps commit a fraud against an insurer, is guilty of a crime and is subject to criminal and civil penalties.

**Fair Credit Reporting Act Notice:** In making this application for surety it is understood that an investigative consumer report may be prepared whereby pertinent information concerning your character, reputation, personal characteristics and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

This Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name of Corporation, Company, Partnership or Trust Indemnitor, sign here: Name: Tax Id:	Signature: Name/Title:
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Name of Corporation, Company, Partnership or Trust Indemnitor, sign here: Name: Tax Id:	Signature: Name/Title:
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**SIGNATURE OF PERSONAL INDEMNITORS**

Name:	
Address:	Signature: _____ Social Security No.:

Name:	
Address:	Signature: _____ Social Security No.:

Name:	
Address:	Signature: _____ Social Security No.:

Name:	
Address:	Signature: _____ Social Security No.: