

INDEMNITY AGREEMENT – READ CAREFULLY

Each of the undersigned Principal(s) and Indemnitor(s) hereby affirms that the foregoing statements made and answers given are the truth and are made to induce the issuing Surety Company (herein called Surety), its successors and assigns, to execute or procure the execution of any and all bonds described herein, and any extension, modification, or renewal thereof, addition thereto, or substitution therefore. Each of the undersigned further affirms and understands the bond applied for is a credit relationship and hereby authorizes Surety, to gather such credit information Surety considers necessary and appropriate for purposes of evaluating whether such credit should be granted, extended or continued. Bonds shall be defined as any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto. IN CONSIDERATION of the execution of such bonds, and in compliance with a promise of the undersigned made priorthereto, the undersigned hereby agree, for themselves, their personal representatives, successors, and assigns, jointly and severally, as follows:

1. To reimburse Surety, upon demand for all payments made for and to indemnify and keep indemnified Surety from: a.) all demands, loss, contingent loss, liability and contingent liability claim, expense, including all attorneys' fees (in house and outside counsel) and any and all costs, for which Surety is or may become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and b.) to pay Surety an initial premium upon the execution of each bond, computed on the basis on contract price, regardless of the amount of any such bond, in accordance with rates in effect at the time such bond is issued, and to pay Surety, or receive from Surety, as the case may be, a premium computed on the difference in contract price occurring in the progress or upon completion of the project or operation for which a bond is executed.
2. Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety for loss, contingent loss, liability, and/or expense, sworn to by an officer of Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the obligation of the undersigned to reimburse Surety.
3. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal(s) to sign any such bond or (b) any claim that other indemnities, securities, or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
4. The undersigned hereby expressly waive notice from Surety of any claim or demand made against Surety or the Principal(s) under the bond, or of any information Surety may receive concerning the Principal(s), or bond. Surety shall have the right to decline any or all bonds herein applied for, and shall have the right to withdraw from, or cancel, or procure its release from such suretyship at any time, all without incurring any liability to the undersigned.
5. Whenever used in this Agreement, the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this Agreement be in conflict with any law controlling the construction hereof, such portion of the instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
6. This Agreement is a continuing obligation of the Principal(s) and Indemnitor(s) and may be terminated only upon written notification to Surety. Such notice shall state the effective date of such termination, which shall, in no event, be less than 30 days following receipt of such notice by Surety. No termination of this Agreement shall relieve any Principal or Indemnitor of any obligation or liability under this Agreement, or the bond, regardless of when such obligation or liability shall become known to Surety.
7. The Principal(s) and Indemnitor(s) hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Principal(s) and Indemnitor(s) assigned, transferred and set over to the Surety in this Agreement, and in the name of the Principal(s) and Indemnitor(s) to make, execute and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Principal(s) and Indemnitor(s) hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact. Indemnitor(s) agree(s) that Surety may at any time it deems necessary take whatever steps Surety deems necessary to protect its interests, including but not limited to filing liens, mortgages and any other document that will protect Surety's interests.
8. 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.
9. If a claim or demand for performance of any obligation under any bond is made against Surety, undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respects to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of the obligations imposed by this paragraph.
10. Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any bond shall be paid, compromised, defended prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, undersigned agree to be conclusively bound by Surety's determination.
11. This agreement may be executed on one or more counterparts, each of which will be deemed to an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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 or corporation owing 10% or more and their spouses must sign individually.

LLC, the managing member must sign on behalf of LLC. Also all authorized managers/members and their spouses must sign individually.

Signed this _____ day of _____, 20____

PRINCIPAL NAME:

Type or Print Principal Name

Signature: X

Type or Print Name & Title

STATEMENT OF PERSONAL INDEMNITORS

In consideration of the execution by Surety, each of the undersigned, jointly and severally, agrees to be bound by all the terms of the foregoing Indemnity Agreement, executed by the applicant, as fully as though each of the undersigned were the sole applicants named herein, and admit to being financially interested in the performance of the obligation which the suretyship applied for is given secure.

Type or Print Name of Individual Indemnitor

Type or Print Name of Individual Indemnitor

X
Signature

X
Signature

Type or Print Name of Individual Indemnitor

Type or Print Name of Individual Indemnitor

X
Signature

X
Signature

Duplicate this page if additional Indemnitors signatures are required