

AGREEMENT OF INDEMNITY

The undersigned and each of them hereby certify that the statements contained herein are true and are made to induce SURETY (herein called Surety) to execute or continue the suretyship described herein and authorize SURETY to confirm bank balances and all other items which appear in said statement. In consideration of the execution by SURETY of the suretyship herein applied for. I (we) agree:

- 1. To pay to SURETY upon demand:
(a) All loss and expense, including attorneys' fees, for which SURETY shall become liable by reason of such suretyship, whether or not SURETY shall have paid such loss and expense at the time of demand:
(b) The annual premium for such suretyship until satisfactory evidence of termination of liability shall be furnished to SURETY.
(c) All attorneys' fees and costs incurred by SURETY in enforcing this agreement.
(d) An amount sufficient to discharge any claim against SURETY by reason of such suretyship, This sum may be used to pay such claim of be held by SURETY as collateral security against loss.
2. SURETY shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
3. An itemized statement of loss and expense incurred by SURETY, sworn to by an officer of SURETY, shall be prima facie evidence of the fact and extent of my (our) obligation to SURETY.
4. SURETY may procure its release from said suretyship under any law for release of sureties without liability to me for any damage sustain therefrom.
5. That this agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.
6. That if this suretyship is given in connection with lost instruments or securities, and such lost instruments come into my possession at any time, I will, at my own cost and expense deliver or cause such said securities to be delivered to SURETY.
7. A representative of SURETY may at time examine any assets held in trust under this suretyship, and SURETY may at its option, exercise joint control or joint custody with me over such assets.
8. That if said suretyship is cancelable this agreement may be terminated, upon written application to SURETY, only by written notice from SURETY stating when such termination will take effect.
9. A photocopy or facsimile of the signatures will be as binding as original signatures.
10. All premiums are fully earned upon issuance of 1st year & renewals, unless prohibited by law, "or is contrary to Surety's filed rate".
11. At the Company's option, monies due or to become due the undersigned from any company, to include, American Contractors Indemnity Company, Capitol Indemnity Corporation, Old Republic International General Insurance Group, Platte River Insurance Company or any other Surety Company, through insurance proceeds or bonding payments may be utilized to pay or help pay obligations incurred under this agreement as an offset.
12. "Fair Credit Reporting Act Notice" This notice Is given to comply with the Federal fair Credit Reporting Act (Public law 91-508) and any similar state law which is applicable. As part of our underwriting procedure, a routine inquiry may be mace which will provide information concerning character, general reputation, personal characteristics and mode of living. Upon request, additional information as to the nature and scope of the report, if one is made, will be provided.

Signed and dated this ___ day of _____ A.D. 20 ___
SIGNATURE OF APPLICANT FOR BOND

If sole proprietorship, owner should sign; if partnership, all partners must sign; if corporation, president must sign, with signature attested by corporate secretary under corporate seal; all individual

FIRM NAME

SIGNATURE

X _____
Attest Corp Sig

X _____
PRINT NAME & TITLE

In consideration of the execution by SURETY of the bond herein applied for, the undersigned, jointly and severally, join in the foregoing indemnity agreement

SIGNATURE OF PERSONAL INDEMNITORS

PRINT NAME OR NAMES

PRINT NAME OR NAMES

X _____
INDEMNITORS SIGNATURE

X _____
INDEMNITORS SIGNATURE

X _____
SPOUSE'S SIGNATURE

X _____
SPOUSE'S SIGNATURE

PLEASE SIGN IN BOTH PLACES ONCE FOR THE FIRM
ONCE AS INDIVIDUAL INDEMNITOR

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR BONDS CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.