

# You are assuming specific obligations – READ CAREFULLY!

**THIS AGREEMENT** made between the undersigned hereinafter called Indemnitior(s), and UNITED STATES FIRE INSURANCE COMPANY (hereinafter called Surety).

**WITNESSETH:**

**WHEREAS**, the Surety has executed, or is about to execute in behalf of and/or at the instance of the indemnitior(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

**NOW THEREFORE**, in consideration of the execution by the Surety of such bond or undertaking, the Indemnitior(s) covenants(s) and agree(s) with the Surety as follows:

- The Indemnitior(s) will pay the Surety, or its duly authorized agent, the premium(s) specified in said application.
- The Indemnitior(s) will at all times indemnify and keep indemnified the Surety and save harmless the Surety from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Surety shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Surety by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitior(s) (or any of them) and will pay over, reimburse and make good to the Surety, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Surety by reason of the execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the instance of the Indemnitior(s) and before the Surety shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Surety may pay or incur in any legal proceedings, including proceedings in which the Surety may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
- The Indemnitior(s) will immediately notify the Surety of the making of any demand or the paying of any notice or the commencement of any proceeding or the fixing of any liability which the Surety may be required to discharge by reason of the execution of any such bond or undertaking.
- The vouchers or other evidence of payment by the Surety, in discharge of any liability under or incurred in connection with any such bond or undertaking, or incurred in connection with any collateral held by the Surety, shall be conclusive evidence against the Indemnitior(s) of the fact and amount of the liability of the Indemnitior(s) to the Surety.
- In the event the Surety executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the Indemnitior(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Surety, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
- The Surety shall have the right at any time, without notice to the Indemnitior(s), to transfer and assign this agreement and/or the collateral pledged hereunder, to any person, Reinsurer, Co-Surety, Surety or Insurance Surety which may take over and assume, in whole or in part, the obligation of the Surety under any such bond or undertaking and thereupon the transferee shall become vested with all the powers and rights given to the Surety hereunder and the Surety shall be relieved and fully discharged from any liability or responsibility for said collateral under this agreement.
- The Indemnitior(s) agree(s) that the Surety may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Surety to give the Indemnitior(s) notice of any fact or information coming to the Surety's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Surety may secure and further indemnify itself against loss, damages and/or expenses in connection with any such bond or undertaking in any manner it may think proper, including surrender of the defendant (either before or after forfeiture and/or payment) if the Surety shall deem the same advisable; and all expenses which the Surety may sustain or incur in obtaining such release or in further securing itself against loss shall be borne and paid by the Indemnitior(s).
- The Indemnitior(s) hereby authorize(s) any attorney of any court of record to appear for him/her or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitior(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitior(s) (jointly and/or jointly and severally) in favor of the Surety, for the amount of any forfeiture which may be taken against the Surety on the said bond or undertaking and for the amount of any and all sums hereinabove in paragraphs 1, 2 and 7 referred to; and to release all error and waive all right to stay of execution or appeal; and to do and perform all acts and execute all papers in the name of Indemnitior(s) in order to carry into effect the authority hereinabove given in as full and ample manner as the Indemnitior(s) might do if personally present; hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitior(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisal or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
- This instrument shall be binding not only upon the Indemnitior (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitior(s).
- The Surety reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Surety in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
- The Indemnitior(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of including the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
- The Surety shall not be first obliged to proceed against the principal(s) on any such bond or undertaking before having recourse against the Indemnitior(s) or any of them, the Indemnitior(s) hereby expressly waiving the benefit or any law requiring the Surety to make claim upon or proceed or enforce its remedies against the principal(s) before making demand upon or proceeding and/or enforcing its remedies against any indemnitor.
- The acceptance of this Agreement and of the Indemnitior(s) agreement to pay premiums on the execution and on the continuance of said bond(s) on undertaking(s), and/or the acceptance at any time by the Surety of the other collateral security or agreement, shall not in any way abridge or limit the right of the Surety to be subrogated to any right or remedy or limit any right or remedy which the Surety may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Surety shall have every right and remedy which an individual surety acting without compensation would have, all such rights being construed to be cumulative and for the sole benefit of the Surety, its successors and/or its assigns.
- If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
- In making application for the hereinabove described Bail Bond, we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
- For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the Surety or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance.

IN TESTIMONY WHEREOF we have hereunto set our hand and affixed our seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

## THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

Defendant Signature \_\_\_\_\_  
Indemnitior Signature \_\_\_\_\_ Employment \_\_\_\_\_  
Name \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ S.S. No. \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Spouse \_\_\_\_\_ Employer \_\_\_\_\_  
Reference (Personal or Credit) \_\_\_\_\_ Relation \_\_\_\_\_  
1. \_\_\_\_\_ Relation \_\_\_\_\_  
2. \_\_\_\_\_ Relation \_\_\_\_\_  
3. \_\_\_\_\_ Relation \_\_\_\_\_

Indemnitior Signature \_\_\_\_\_ Employment \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Driver's Lic. \_\_\_\_\_ S.S. No. \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Spouse \_\_\_\_\_ Employer \_\_\_\_\_  
Reference (Personal or Credit) \_\_\_\_\_ Relation \_\_\_\_\_  
1. \_\_\_\_\_ Relation \_\_\_\_\_  
2. \_\_\_\_\_ Relation \_\_\_\_\_  
3. \_\_\_\_\_ Relation \_\_\_\_\_

Indemnitior Signature \_\_\_\_\_ Employment \_\_\_\_\_  
Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Driver's Lic. \_\_\_\_\_ S.S. No. \_\_\_\_\_ D.O.B. \_\_\_\_\_  
Spouse \_\_\_\_\_ Employer \_\_\_\_\_  
Reference (Personal or Credit) \_\_\_\_\_ Relation \_\_\_\_\_  
1. \_\_\_\_\_ Relation \_\_\_\_\_  
2. \_\_\_\_\_ Relation \_\_\_\_\_  
3. \_\_\_\_\_ Relation \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally appeared \_\_\_\_\_, thereupon acknowledged to me that \_\_\_\_\_ executed the same. to me known to be the person described in and who executed the foregoing instrument and \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
NOTARY