

THE UNDERSIGNED Indemnitors make this Agreement for the benefit of the Surety, to protect Surety from any loss, cost, or expense in connection with the execution or issuance of any Bond or Bonds at the request of the Indemnitors or their affiliates.

- 1. IMPORTANCE OF AGREEMENT - Indemnitors acknowledge that this Agreement imposes significant obligations on them, including the obligation to pay money to the Surety on demand at any time.
2. DEFINITIONS. All capitalized terms used in this Agreement shall have the meanings given them herein.
3. COLLATERAL - The Indemnitors agree that they shall, upon the Surety's written demand, promptly deposit with the Surety collateral in a form and an amount determined by the Surety, in its sole discretion, necessary to protect it from harm, regardless of whether the Surety shall have received a claim or demand relating to a Bond.
4. INDEMNITY - The Indemnitors agree that they shall at all times indemnify, exonerate, and hold harmless the Surety from any and all Loss and Expense the Surety may pay, incur, or sustain in the good faith belief of its necessity.
5. PREMIUMS - The Indemnitors agree to pay all premiums charged by the Surety until the Surety is provided written conclusive proof of the Surety's release from liability on the Bonds.
6. PROOF OF RIGHT TO INDEMNITY - The Indemnitors agree that a sworn itemized statement of the Surety's Loss and Expense shall be prima facie evidence of such Loss and Expense, and the Surety's right to indemnity therefor.
7. BOOKS AND RECORDS - The Indemnitors agree that the Surety shall at all times be entitled to receive requested information, and, upon notice, inspect the records of the Indemnitors relating to Indemnitors' ability to discharge any obligations underlying the Bonds.
8. CREDIT REPORTS - The Indemnitors agree that the Surety shall be authorized and permitted to obtain credit reports regarding any of the Indemnitors until the Surety shall have been released from its liability under each and every Bond.
9. DECLINE TO EXECUTE - The Indemnitors agree that the Surety has the unrestricted right to decline to execute any Bond and shall not be liable to the Indemnitors for any consequence of any such declination.
10. CHANGES AND NOTICE - The Indemnitors waive notice of any change in the Bonds, notice of the execution of any Bond, and notice of any claims.
11. JOINT AND SEVERAL - The liability of the Indemnitors under this Agreement is joint and several.
12. FACSIMILE - A digital image, copy, printout, or fax of this Agreement shall have the full force, validity, and enforceability of an original.
13. OTHER INDEMNITY - The obligations undertaken by the Indemnitors in this Agreement are in addition to and not in lieu of any other obligations to the Surety.

IN WITNESS WHEREOF, Indemnitors hereunder set their names and seals this _____ day of _____, 20_____.

Corporate Indemnity:

By: _____
Authorized signature on behalf of the corporation

Print Name, Title

Witness: _____
Witness Signature

Print Name, Title

Address:

By: _____
Authorized signature on behalf of the corporation

Print Name, Title

Witness: _____
Witness Signature

Print Name, Title

Address:

State of _____

County of _____ ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn, deposed and says that s/he is the _____ of _____, the corporation described in and which executed the foregoing Agreement; that he knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his name thereto by like order.

(Signature of Notary Public) My commission expires _____

CORPORATE NOTARY ACKNOWLEDGMENT

State of _____

County of _____ ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn, deposed and says that s/he is the _____ of _____, the corporation described in and which executed the foregoing Agreement; that he knows the seal of the said corporation; that the seal affixed to the said Agreement is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that s/he signed his name thereto by like order.

(Signature of Notary Public) My commission expires _____

Personal Indemnity:

By: _____
Authorized signature on behalf of the corporation

Witness: _____
Witness Signature

Print Name, Title

Print Name, Title

Address:

By: _____
Authorized signature on behalf of the corporation

Witness: _____
Witness Signature

Print Name, Title

Print Name, Title

Address:

INDIVIDUAL NOTARY ACKNOWLEDGMENT

State of _____

County of _____ ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn says that he/she is the person described in and who executed the foregoing Agreement.

(Signature of Notary Public) My commission expires _____

INDIVIDUAL NOTARY ACKNOWLEDGMENT

State of _____

County of _____ ss:

On this _____ day of _____, 20____, before me personally came _____ to me known, who being by me duly sworn says that he/she is the person described in and who executed the foregoing Agreement.

(Signature of Notary Public) My commission expires _____