

**GENERAL INDEMNITY AGREEMENT -**

Applicant hereby affirms that the foregoing statements made and answers given are the truth and are made to The Guarantee Company of North America USA and/or The Guarantee Company of North America (hereinafter called the Surety) to execute or procure the execution of any or all of the bonds above, described subsequent bonds, undertakings and any and all extensions, modifications or renewals thereof, additions thereto or substitutions therefore, any and all such instruments separately called the Bond. The Applicant authorizes the Surety to investigate its business and credit history with any person or entity, whether named herein or not.

Should the Surety execute, or procure the execution of said bond, the Applicant hereby agrees, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

- (1) To pay, or cause to be paid, premium or premiums on said bond as determined by the Surety.
- (2) To completely indemnify the Surety from and against any liability, loss, cost, attorneys fees, and expenses of whatsoever kind or nature, including the enforcement of this agreement, which the Surety shall at any time sustain, or incur by reason or in consequence of having executed or procured the execution of the bond.
- (3) That liability hereunder shall extend to and include all amounts paid by the Surety in good faith under the belief that it was liable therefore or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the Applicant to the Surety.
- (4) If the Surety shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the Applicant will, immediately upon demand, deposit with Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any money or property which shall have been or shall hereafter be pledged by any of the Applicant's collateral security on said bond shall be held subject to the terms of the Surety's regular form of collateral receipt which is hereby made a part of this instrument to the same extent as if set out at length herein, and any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the Applicant.
- (5) To waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province.
- (6) If the Surety shall procure any other Surety or companies to execute or join with it in executing, or to reinsure said bond, this instrument shall inure to the benefit of such other Surety or companies, it's or their successors and assigns, so as to give it or them a direct right of action against the Applicant to enforce the provisions of this instrument and in that event the word "Surety" wherever used herein, shall be deemed to include such other Surety or Sureties, as their respective interests may appear.
- (7) That the Applicant shall not be relieved of liability hereunder by the Surety's consenting to any change, addition, substitution or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived.
- (8) That the Surety shall have the right to cancel said bond whenever it shall see fit without giving any reason, and is hereby released from and any damages that may be sustained by the Applicant by reason of such action.
- (9) That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
- (10) Applicant hereby agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the Applicant, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party entering into this instrument is not bound for any reason.
- (11) By submitting this application, I represent that I have read and am authorized to submit and bind the Applicant and the Applicant hereby agrees to all the terms contained herein.
- (12) This agreement shall be liberally construed so as to fully protect and indemnify the Surety.

**FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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 and subjects such person to criminal and civil penalties.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Company Name (If Applicable)	Corporate Structure	FEIN
Witness	Authorized Representative Signature	
Indemnitor Name	Title	SSN
Witness Signature	Indemnitor Signature	
Witness Signature	Spouse Signature	Spouse Name
Indemnitor Name	Title	SSN
Witness Signature	Indemnitor Signature	
Witness Signature	Spouse Signature	Spouse Name
Indemnitor Name	Title	SSN
Witness Signature	Indemnitor Signature	
Witness Signature	Spouse Signature	Spouse Name