

GENERAL INDEMNITY AGREEMENT -

I request that Capitol Indemnity Corporation and/or Platte River Insurance Company, hereinafter known as CIC and/or PR, execute a bond and consider executing future bonds for the above named company and/or individual (Principal). I authorize CIC and/or PR or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. I make the following promises so that CIC and/or PR will execute a Bond and consider executing future bonds:

1. I agree that the following definitions apply: (a) Bond means (i.) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CIC and/or PR at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which CIC and/or PR is or may be made liable for Loss, whether or not Principal is also Liable, and (ii.) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CIC and/or PR in connection with any Bond or this agreement, including: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold CIC and/or PR harmless from all Loss and to pay back or reimburse CIC and/or PR for all Loss.
3. I agree to pay CIC and/or PR each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
4. I agree that any electronic signatures (including facsimile signatures) utilized in connection with the execution of this document shall be considered originals and be fully binding and enforceable. Further, the use of any electronic signature by a party shall be evidence of that party's intent to be bound to the terms of such document. The parties agree that they shall not raise any defense (statutory or otherwise) to the enforceability of this document based upon the fact an electronic signature has been used
5. I agree that CIC and/or PR may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
6. I agree that CIC and/or PR have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
7. I agree that I cannot terminate my liability to CIC and/or PR created by this agreement except by sending written notice of intent to terminate to CIC and/or PR. Written notice to terminate shall be sent to CIC and/or PR at its service office. I agree that the termination will be effective thirty working days after actual receipt of such notice by CIC and/or PR, but only for Bonds signed or committed to by CIC and/or PR after the effective date. Thus, I agree that I will remain liable to CIC and/or PR for Loss on Bonds signed or committed to by CIC and/or PR prior to the effective date of termination.
8. I agree that CIC and/or PR can bring any legal action arising out of or in any way related to any Bond or this agreement and the applicable state law shall apply where CIC and/or PR makes such election.
9. I agree that with my signature below, I am representing myself as both Principal and Indemnitor as used above.

READ CAREFULLY AND SIGN

The employees of the Insured have all, to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information, which in the judgment of the Insured indicates that any of the said employees are dishonest. Such knowledge as any officer signing for the Insured may now have in respect to his own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

Notice To Washington Applicants: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."

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 MAY SUBJECT 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