

INDEMNITY AGREEMENT

IN CONSIDERATION of the execution of the bond(s) herein applied for (including renewals, increases, amendments, and replacements thereof) by WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, or OHIO FARMERS INSURANCE COMPANY (herein Company) the undersigned (herein Indemnitors) hereby agree and consent:

1. To pay the Company premium in advance for such bonds at the Company's rates at the time of issuance, renewal, and/or replacement.
2. To exonerate and indemnify the Company from all loss, cost, expense, and attorney fees which the Company may sustain or incur as a result of issuing such bonds.
3. To any credit verification performed by the Company and to the release of information by any party necessary to confirm the accuracy of the information contained in this Application.
4. That the execution of any bonds prior to the date of this Agreement was in consideration for, pursuant to, and in reliance upon the agreement of the Indemnitors made previous to the date of any such bonds to execute this Agreement and to be bound by all the terms and conditions of this Indemnity Agreement with respect to such bonds executed prior to the date of this Agreement.
5. That the liability of the Indemnitors hereunder shall be joint and several and shall be binding upon their respective heirs, executors, administrators, successors and assigns.
6. The Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Indemnitors which in any way relate to the bonds or the obligations secured by the bonds. Surety may, in the name of the Principal, or any of the Indemnitors on the bonds, make, execute, deliver and/or file any and all documents or papers which Surety deems necessary in connection with such bonds or any claims presented against such bonds.
7. That the Company shall have the right, and is hereby authorized, to settle or compromise any claim, demand, suit or judgment on the bond(s), and the vouchers or other evidence of such payments made by the Company shall be prima facie evidence of the Indemnitor(s)' liability to the Company.
8. Each of the Indemnitors does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state, province or other government, as against the rights of the Company to proceed against the same for indemnity hereunder.
9. In the event the Company is required or deems it necessary to reserve from its assets an amount to cover any claim or claims, contingent or otherwise, under any such Bond by reason of default of any Indemnitor, or by reason of claims filed or any dispute with the obligee under such Bond, or for any other reason whatsoever, the Indemnitors covenant and agree to deposit with the Company, in current funds and immediately upon demand, an amount sufficient to cover such reserve and such additional amounts as may be necessary to cover any increases therein, to be held by the Company as additional collateral security. All collateral security held by or assigned to the Company may be used by the Company at any time in payment of any claim, loss or expense which the Indemnitors have agreed to pay hereby, whether or not such claim, loss or expense arises out of or in connection with such Bond under which such collateral is held. The Company may sell or realize upon any or all such collateral security, at public or private sale, with or without notice to the Indemnitors or any of them, and shall be accountable to the Indemnitors only for such surplus or remainder of such collateral security or the proceeds thereof as may be in the Company's possession after it has been fully indemnified as in this agreement provided. The Company shall not be liable for decrease in value or loss or destruction of or damage to such security, however caused.

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

FRAUD WARNINGS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY 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 THAT PERSON TO CRIMINAL AND CIVIL PENALTIES (IN OREGON, THE AFOREMENTIONED ACTIONS MAY CONSTITUTE A FRAUDULENT INSURANCE ACT WHICH MAY BE A CRIME AND MAY SUBJECT THE PERSON TO PENALTIES). (IN NEW YORK, THE CIVIL PENALTY IS NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION); (NOT APPLICABLE IN AL, AR, CO, DC, FL, KS, KY, LA, ME, MD, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA AND WV).

APPLICABLE IN AL, AR, DC, LA, MD, NM, RI and WV - ANY PERSON WHO KNOWINGLY (OR WILLFULLY IN MARYLAND) PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY (OR WILLFULLY IN MARYLAND) PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

APPLICABLE IN CO - IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICY HOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICY HOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.

APPLICABLE IN FL AND OK - ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY, (IN FLORIDA, A PERSON IS GUILTY OF A FELONY OF THE THIRD DEGREE).

APPLICABLE IN KS - ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD, PRESENTS, CAUSES TO BE PRESENTED OR PREPARES WITH KNOWLEDGE OR BELIEF THAT IT WILL BE PRESENTED TO OR BY AN INSURER, PURPORTED INSURER, BROKER OR ANY AGENT THEREOF, ANY WRITTEN STATEMENT AS PART OF, OR IN SUPPORT OF, AN APPLICATION FOR THE ISSUANCE OF, OR THE RATING OF AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE, OR A CLAIM FOR PAYMENT OR OTHER BENEFIT PURSUANT TO AN INSURANCE POLICY FOR COMMERCIAL OR PERSONAL INSURANCE WHICH SUCH PERSON KNOWS TO CONTAIN MATERIALLY FALSE INFORMATION CONCERNING ANY FACT MATERIAL THERETO; OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT.

APPLICABLE IN KY, NY, OH AND PA – ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY 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 (NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION)*. *APPLIES IN NY ONLY.

APPLICABLE IN ME, TN, VA AND WA - IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES (MAY)* INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS. *APPLIES IN ME ONLY.

APPLICABLE IN NJ – ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

APPLICABLE IN OR – ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD OR SOLICIT ANOTHER TO DEFRAUD THE INSURER BY SUBMITTING AN APPLICATION CONTAINING A FALSE STATEMENT AS TO ANY MATERIAL FACT MAY BE VIOLATING STATE LAW.