



Your Bonding Resource Center!

INDEMNITY AGREEMENT

SUBMISSION INSTRUCTIONS:

- a) Please print and fill out this form, then send or fax to Southwest Bonding Company.

Your emergency is our emergency, an underwriter will respond to your request within 24 hours of receipt.

Texas

201 Main Street #600
Fort Worth, TX 76102
Phone: 817-349-6038
Fax: 817-349-6040
info@southwestbonding.com

San Diego

401 West A Street #1810
San Diego, CA 92101
Phone: 619-231-9522
Fax: 619-231-9545
sandiego@bondservices.com

Orange County

2700 N. Main St. #1105
Santa Ana, CA 92705
Phone: 888-558-3007
Fax: 714-558-8297
orangecounty@bondservices.com

Los Angeles

900 Wilshire Blvd #1400
Los Angeles, CA 90017
Phone: 213-628-2970
Fax: 213-628-2977
losangeles@bondservices.com

Inland Empire

290 W. Orange Show Rd. #109
San Bernardino, CA 92408
Phone: 909-890-1409
Fax: 909-890-4282
sanbernardino@bondservices.com

San Jose

55 South Market St. #1060
San Jose, CA 95113
Phone: 408-998-5056
Fax: 408-279-3160

Concord

2300 Clayton Road #1440
Concord, CA 94520
Phone: 925-676-2663
Fax: 925-676-2339
concord@bondservices.com

Sacramento

7221 South Land Park Drive
Sacramento, CA 95831
Phone: 916-424-0435
Fax: 916-424-0437
sacramento@bondservices.com

Arizona

20325 N. 51st Ave. #134
Glendale, AZ 85308
Phone: 623-362-0601
Fax: 623-362-2218
az@bondservices.com

INDEMNITY AGREEMENT

The undersigned (hereinafter called "Indemnitor") represents that all statements made in this Application are true and made without reservation to induce the surety herein applied for (hereinafter called "Surety") and any other company that is part of or added to Surety, severally not jointly, and/or for which surety business is underwritten by Surety to execute the requested Bond and any continuation or successor Bond (hereinafter called "Bond") upon its indemnity, and hereby agrees with Surety, its successors and assigns, as follows: (1) To pay premiums when due; (2) to deliver to Surety satisfactory evidence of the release of all liability under Bond; (3) To exonerate and indemnify Surety from and against all claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgements, or adjudications whatsoever which Surety may incur in connection with Bond, any investigation on account of Bond, the defense or prosecution of any proceeding brought in connection with Bond or with any judicial proceeding referred to in this Application, enforcement of the agreements contained herein, and/or procurement of release from or cancellation of Bond; (4) That Surety shall have the right, at its sole discretion, to pay, adjust, settle, or compromise any claim, suit or judgement upon Bond or in connection with any judicial proceeding referred to in this Application, and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the fact and extent of Indemnitor's liability; (5) To place Surety in funds immediately upon demand, the amount Surety deems necessary to protect itself from any liability, loss or expense, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any liability, loss or expense for which Indemnitor is obligated hereunder, or in reimbursement to Surety for payment of same; (6) That Indemnitor hereby authorizes Surety to investigate statements made in this Application and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer, or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's underwriting of Bond and Indemnitor's compliance with Bond and with obligations hereunder and Indemnitor hereby releases any of the aforementioned from liability in consequence of furnishing or disclosing such information; (7) That separate suits may be brought to recover hereunder causes of action shall accrue and the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising; (8) That it is expressly agreed by Indemnitor that any and all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded Surety under this Agreement; (9) That if Surety executes Bond with cosurety or reinsures all or any part of Bond, all the terms of this Agreement shall apply and operate for the benefit of such cosurety and reinsurer, as their interests may appear; (10) That these covenants shall be jointly and severally binding upon Indemnitor, its respective heirs, executors, administrators, successors and assigns; (11) That Surety shall have the right to decline to issue or to cancel Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (12) That if Bond covers the replacement of lost securities, if said securities come under Indemnitor's control or possession, Indemnitor will, at its own cost, promptly deliver said securities to Surety; (13) That if Bond relates to assets of any estate, Indemnitor will provide full and free access to all records concerning the estate, and upon Surety's request, provide a written report of the condition of the estate.

I/we further understand the bond applied for is a credit relationship, and hereby authorize Southwest Bonding Company or its authorized agents to gather such credit information it considers appropriate for purposes of evaluating whether such credit should be granted or continued.

Signed this day _____ of _____ 20 _____

By: _____