

THE SERVICE INSURANCE COMPANY, INC.

**INDEMNIFICATION AGREEMENT—READ CAREFULLY AND SIGN
ALL SIGNATURES MUST BE NOTARIZED**

The maker or makers of the foregoing statement hereby authorizes the Company to investigate my statements and to check my credit with any creditors or lending institutions. The undersigned and each of them hereby certify that each statement herein contained is true and that this statement and/or answers to the questions are made for the purpose of inducing Service Insurance Company to execute or continue certain bonds or undertakings. In consideration of the execution of this bond by Service Insurance Company, the undersigned (Applicant) hereby agrees:

1. To pay to Service Insurance Company, upon demand:
 - a. The premium or premiums determined by Service Insurance Company on said bonds.
 - b. A sum of money to cover any liability, claim, suit, or Judgement against said bond, and any legal fees or expense incurred thereon
 - c. To indemnify Service Insurance Company and hold Service Insurance Company harmless from any and all liability, damages, loss, costs and expenses of kind and nature, including attorneys' fees which Service Insurance Company may sustain or incur in consequence of having executed said bond or enforcing the terms of this agreement against any of the undersigned, or in procuring or attempting to procure its release from liability under said bond.
2. Service Insurance Company shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
3. An itemized statement of loss and expense incurred by Service Insurance Company, sworn to by an officer of Service Insurance Company, shall be prima facia evidence of the fact and extent of my obligation to Service Insurance Company.
4. Service Insurance Company may procure its release from said suretyship under any law for release of sureties without liability to me as Principal for any damages I sustain therefrom.
5. This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.
6. Service Insurance Company is authorized to complete any blanks contained in the application or indemnity agreement at the time of execution by the undersigned.
7. It is understood and agreed that the premium for this bond is fully earned upon issuance and is not refundable in the first year of coverage.
8. If cancelable, Service Insurance Company may cancel this bond for cause and not return any part of said premium. Cause shall include, but not be limited to: Failure to comply with the terms of the indemnity agreement or any agreements between the parties; furnishing of incorrect information to Service Insurance Company; failure to make payments into any build-up fund called for; decrease in security, if any, given to Service Insurance Company; any claim(s) upon the bond; obtaining the bond through misrepresentations, whether intentional or negligent; failure to furnish information when requested by Service to Service Insurance Company; any claims(s) upon the bond; aiding or abetting another in the presentation of a false or fraudulent claim(s); failure to make any payment demanded by Service Insurance Company pursuant to this agreement.

Each page must be initialed by each indemnitor: _____

9. **COLLATERAL SECURITY**—If a claim is made against Service Insurance Company, or if Service Insurance Company deems it is necessary to establish a reserve for potential claims, and upon demand from Service Insurance Company, the Undersigned shall deposit with Service Insurance Company cash or other property acceptable to Service Insurance Company, as collateral security, in sufficient amount to protect the Service Insurance Company with respect to such claim or potential claims and any expense or attorney’s fees. Such collateral may be held by Service Insurance Company until it has been fully reimbursed for all loss, expense and attorney’s fees. Other property includes the real property of both the business and the undersigned. The undersigned also agrees that the Service Insurance Company may place a **LIS PENDENS** on all real property, without objection to any motion, complaint or any other court proceeding. A **LIS PENDENS** is a legal notice filed in Court which grants control over property sales in a pending law suit until final Judgement is decided by the Court. See definition below:

DEFINITION OF LIS PENDENS

A pending suit. Jurisdiction, power, or control which courts acquire over property in suit pending action and until final judgement.

Notice of Lis Pendens. A notice filed on public records for the purpose of warning all persons that the title to certain property is in litigation, and that they are in danger of being bound by an adverse judgement. The notice is for the purpose of preserving rights pending litigation

IMPORTANT

If sole owner, applicant must sign on behalf of firm, applicant and spouse must sign personal indemnity below.

If partnership, all partners must sign on behalf of firm. All partners and spouses must sign on behalf of firm. All partners and spouses must sign personal indemnities.

If corporation, two authorized officers must sign. All stockholders and spouses must sign indemnity below.

Signed and dated this _____ day of _____ a.d. 20_____

Signature of applicant for bond:

(Firm Name)

X_____
Officer

X_____
Officer

Each page must be initialed by each indemnitor: _____

In consideration of the execution by the Service Insurance Company of the suretyship herein applied for, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein and admit to being financially interested in the performance of the obligation which the suretyship applied for is given to secure

SIGNATURE OF PERSONAL INDEMNITOR AND SPOUSAL INDEMNITOR

X _____
Name

X _____
Name

Address: _____

Address: _____

City: _____

City: : _____

Phone(h) _____ (w) _____

Phone(h) _____ (w) _____

Employment _____

Employment _____

ADDITIONAL COLLATERAL

List Home Address and Sign

X _____

X _____

Each page must be initialed by each indemntor: _____

Notary Acknowledgment Page
(To be completed for each signature on the indemnification agreement)

Corporation Acknowledgment

State of _____
County of _____ SS:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides in _____ and that (s)he is the _____ of _____.

Notary Public

Corporation Acknowledgment

State of _____
County of _____ SS:

On this _____ day of _____, 20____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides in _____ and that (s)he is the _____ of _____.

Notary Public

Individual Acknowledgment

State of _____
County of _____ SS:

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual who executed the foregoing instrument, and acknowledged that (s)he executed the same.

Notary Public

Individual Acknowledgment

State of _____
County of _____ SS:

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual who executed the foregoing instrument, and acknowledged that (s)he executed the same.

Notary Public

Make copies where necessary.