**Indemnity Agreement**

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal**,** procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word “bond” or “undertaking” as herein used).

Indemnitor(s) hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Hartford; (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Hartford may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or any of its affiliates, parent, subsidiaries, co-sureties, or re- insurers, (individually and collectively called **“**Hartford”), as Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Hartford as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until Hartford has received written legal evidence, satisfactory to Hartford, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

Indemnitors agree that any Obligee on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in it’s investigation of any claim. The indemnitors irrevocably appoint Hartford as their Attorney in Fact with the right but not the obligation to exercise it’s rights and execute or delivery any document in the name of the indemnitor deemed nece3ssary to carry out the intent and purpose of this paragraph.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

**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 BENEFITS.**

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 |

**Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.**

Page 2 of 2 4/17/2007 CS-03/28/06-0 \_

2:56 PM 1Step For ../APP4583