

United Casualty and Surety Insurance Company – General Indemnity Agreement

THIS AGREEMENT is made by the undersigned Principal(s) (signing below as the “Company”) and Indemnitor(s), all of which are individually and collectively referred to as “Undersigned,” for the continuing benefit of Surety in connection with any Bond executed on behalf of any Indemnitor or any Principal. The Undersigned hereby certify the truth of all statements in the application, authorize the Surety to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Surety in its reasonable discretion.

DEFINITIONS The following terms shall have the following definitions in this Agreement:

Bond: Any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.

Principal: The person(s) and entity(ies), for whom any Bond is issued or committed to by Surety, or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any party to this Agreement.

Surety: Any and all of United Casualty and Surety Insurance Company, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any Bond, or any person or entity who executes any Bond at its request.

INDEMNITY. The Undersigned:

- A. Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys’ fees (including those of both outside and in-house attorneys) and costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out any such sums; and
- B. Agrees to pay Surety all premiums on Bonds issued by Surety on behalf of any Principal, in accordance with Surety’s rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price for overruns or change orders. All initial/original premiums are fully earned at the date of issue and there shall be no credit or return premium due for overruns. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety’s liability as a matter of law under the Bond is furnished to Surety’s satisfaction; and
- C. Agrees that in furtherance of such indemnity:
 - i) In any claim or suit arising out of or related to either or both any Bond and this Agreement, an itemized statement of Surety’s loss and expense, sworn to by a representative of Surety, or other evidence or disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned’s liability under this Agreement.
 - ii) Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond.
 - iii) In any suit between any Undersigned or Principal and Surety under this agreement or arising out of any Bond, Surety may recover its further expenses and attorneys’ fees incurred in such suit either or both defending or prosecuting such suit.

GENERAL PROVISIONS The Undersigned further agrees as follows:

- A. If a claim or demand for performance of any obligation under any Bond is made against Surety, Undersigned, upon Surety’s demand, shall immediately deposit with Surety United States legal currency, as collateral security, with respect to such claim or demand, plus an amount equivalent to Surety’s estimate of its anticipated expenses and attorneys’ fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B. Undersigned’s obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety’s release of any one Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone other than Undersigned shall relieve the Undersigned of any obligation owed under this Agreement. Undersigned shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.
- C. If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D. Undersigned waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to agreement to indemnify over an indefinite period.
- E. Undersigned has the right to review all Bonds executed by the Surety for errors and omissions prior to delivery of the Bond to the Oblige, and hereby waives any claim against Surety arising out of such error and omission.
- F. Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety’s intentional wrongdoing, Undersigned agrees to be conclusively bound by Surety’s determination.
- G. Surety may decline to execute any Bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.
- H. Undersigned may terminate liability under this Agreement ONLY by sending written notice by certified mail of intent to terminate, at the following address: United Casualty and Surety Insurance Company, 170 Milk Street – 5th Floor, Boston, MA 02109. Termination will be effective thirty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date.
- I. Undersigned understands and agrees that other than for the entity issuing a Bond, no other entity included within definition of the “Surety” in this Agreement assumes any obligation whatsoever with respect to either this Agreement of such Bond.
- J. Surety shall have right of free access to books, records and accounts of the Undersigned until Surety has been furnished with evidence of discharge on Bonds
- K. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

Dated: _____, 20_____

Company Name (Print) _____

Signature X _____

(Person authorized to signed for company) Name: _____ Title: _____

Individual Indemnitors:

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

**United Casualty and Surety Insurance Company
General Indemnity Agreement Notary Acknowledgements**

State of _____
County of _____

On this ____ day of _____, 20__ before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence (Drivers License) to be the person who executed the within instrument Individually and/or as an Officer of the named corporation and acknowledged to me that he/she executed the same and was authorized to execute the indemnity on behalf of the named corporation if signed as an Officer of the corporation.

Notary Name	Notary Public: Sign & Seal
Notary Address	My Commission Expires

State of _____
COUNTY OF _____

On this ____ day of _____, 20__ before me personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence (Drivers License) to be the person who executed the within instrument Individually and/or as an Officer of the named corporation and acknowledged to me that he/she executed the same and was authorized to execute the indemnity on behalf of the named corporation if signed as an Officer of the corporation.

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