email application with contract/bid specs to gary@alphasuretybonds.com

Alpha Surety Bonds
P: 904.587.4872

Application for Contract Payment/Performance Bond

*For single bonds or aggregate programs **up to $500,000**, complete **Page 1**.*

For single bonds up to $1,250,000 and for aggregate programs up to $1,500,000 complete Page 1 and Page 3.

CONTRACTOR INFORMATION

Type of Business ☐ Partnership ☐ (S) Corporation ☐ (C) Corporation ☐ Sole Proprietorship ☐ LLC ☐ LLP

Company Name _____ Phone _____

Company Address _____ City _____ State _____ Zip _____

Type of Work _____ Date started in Business _____ State of Incorporation _____

Dollar value of largest completed project? _____ Year completed? _____ Gross sales for the past fiscal year? _____

Is this your first request for a bond under this program ☐ Yes ☐ No If Yes, Complete and sign the General Indemnity Agreement

OWNER / INDEMNITORS INFORMATION (Provide the information below on all owners; use page 2 if necessary)

Name _____

Address _____

City/State/Zip _____

SS# _____ DOB _____

Rent ☐ or Own ☐ % of Business Ownership _____

Married ☐ Yes ☐ No Spouse Name _____

Spouse SS# _____ DOB _____

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

Name _____

Address _____

City/State/Zip _____

SS# _____ DOB _____

Rent ☐ or Own ☐ % of Business Ownership _____

Married ☐ Yes ☐ No Spouse Name _____

Spouse SS# _____ DOB _____

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

BOND REQUEST INFORMATION- *Check and Complete Only One*:

*This application is **NOT** intended for use in conjunction with Subdivision Performance or Subdivision Maintenance Bonds.*

☐ **Pre-qualification only** ***(no bond need at this time)*** Which level? ☐ $500,000\$500,000 ☐ $1,250,000\$1,500,000 *(complete page 3)*

☐ **Bid Bond** Complete this section: Estimated Amount of Bid $_____ Bid date _____

Bid Bond % or flat amount _____ Uncompleted Work On Hand (Cost to Complete) $_____

☐ **Final Bond** Complete this section: **Provide contract, award letter and bid results. For Maintenance Bond provide job completion letter.**

Contract Date _____ Contract Price $_____ Uncompleted Work On Hand (Cost to Complete) $_____

Performance & Payment ☐ Supply ☐ Subcontractor Performance & Payment Bond ☐ Maintenance Bond $ _____

How was your bid secured? Bid Bond ☐ Cashier's Check ☐ Negotiated ☐ None ☐

Anticipated Start Date _____ Time for Completion _____ Maintenance Period _____ Liquidated Damages $_____

Obligee (Who is requiring the contractor to get a bond?) _____

Obligee Address _____ City _____ State _____ Zip _____

Exact Job Title _____

Scope of work (job description) _____

Have you ever obtained bid and performance bonds from another surety? Yes ☐ No ☐ If yes, on what date was the last bond issued? _____ Are there any open bid or performance bonds now? Yes ☐ No ☐ If yes, complete the information below. Attach page 2 if necessary.

Type of bond _____ Surety _____ Date Issued _____

Type of bond _____ Surety _____ Date Issued _____

BOND FORM INFORMATION

☐ FBS Form ☐ Obligee Form (Send copy for review) ☐ AIA Form ☐ State Form ☐ Federal Contract # _____

Attorney in Fact signing bond _____ Agency Name _____ Producer # _____

This application completed by: _____

Application for Contract Payment/Performance Bond Additional Indemnitors

*For single bonds or aggregate programs **up to $500,000**, complete **Page 1**.*

For single bonds up to $1,250,000 and for aggregate programs up to $1,500,000 complete Page 1 and Page 3.

OWNER / INDEMNITORS INFORMATION (Provide the information below on all owners; use additional sheet if necessary)

Name _____ Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

SS# _____ DOB _____ SS# _____ DOB _____

Rent ☐ or Own ☐ % of Business Ownership _____ Rent ☐ or Own ☐ % of Business Ownership _____

Married ☐ Yes ☐ No Spouse Name _____ Married ☐ Yes ☐ No Spouse Name _____

Spouse SS# _____ DOB _____ Spouse SS# _____ DOB _____

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

OWNER / INDEMNITORS INFORMATION (Provide the information below on all owners; use additional sheet if necessary)

Name _____ Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

SS# _____ DOB _____ SS# _____ DOB _____

Rent ☐ or Own ☐ % of Business Ownership _____ Rent ☐ or Own ☐ % of Business Ownership _____

Married ☐ Yes ☐ No Spouse Name _____ Married ☐ Yes ☐ No Spouse Name _____

Spouse SS# _____ DOB _____ Spouse SS# _____ DOB _____

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

OWNER / INDEMNITORS INFORMATION (Provide the information below on all owners; use additional sheet if necessary)

Name _____ Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

SS# _____ DOB _____ SS# _____ DOB _____

Rent ☐ or Own ☐ % of Business Ownership _____ Rent ☐ or Own ☐ % of Business Ownership _____

Married ☐ Yes ☐ No Spouse Name _____ Married ☐ Yes ☐ No Spouse Name _____

Spouse SS# _____ DOB _____ Spouse SS# _____ DOB _____

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

Have you or your spouse ever been an owner of a business that has had a bond claim? ☐ Yes ☐ No If Yes, attach explanation

To Be Used for Explanations: _____

_____

_____

_____

_____

_____

_____

_____

Supplemental Application for Bid or Performance/Payment Bond

For single bonds up to $1,250,000 and for aggregate programs up to $1,500,000

Financial Information

☐ Business Financial Information for (C) Corporations, (S) Corporations, (S) Corporations, and LLC's: ***or***	Provide the company's latest CPA prepared fiscal year-end statement. If a CPA prepared financial statement is unavailable, provide the company's in house prepared fiscal year-end financial statement, which should include both a balance sheet and a profit and loss statement. We will also require the company's most recent tax return.
☐ Business Financial Information for Sole Proprietorships and Partnerships: ***and***	Provide the company's latest CPA prepared fiscal year-end statement. If a CPA prepared financial statement is unavailable, provide the company's in house fiscal year-end financial statement, to include a balance sheet, profit and loss statement. Please provide each owners' most recent personal tax return including Schedule C.
☐ Personal Financial Statements	Provide a copy of each owner's personal financial statement. Include supporting bank and marketable securities statements for verification purposes.

General Information

Company Name _____ Today's date: _____

Type of construction performed: _____

Percentage of work subcontracted: _____ Which trades: _____

What trades do you self perform: _____

Do you have a line of credit? ☐ Yes ☐ No Amount of line of credit _____ Amount in use _____

Name of bank? _____ How secured? _____ Expiration date _____

Has your company ever failed to complete a contract?	☐ Yes	☐ No
Are there any disputes on your current work?	☐ Yes	☐ No
Has your firm or any of its owners or officers ever petitioned for bankruptcy?	☐ Yes	☐ No
Is your firm or any of its owners or officers currently:		
Involved in any litigation?	☐ Yes	☐ No
Acting as surety or indemnitor for others?	☐ Yes	☐ No
Acting as an endorser for others on their notes or loan accounts?	☐ Yes	☐ No

If the answer is YES to any of these questions, please attach a full explanation.

Experience Information

Name of the largest project ever completed by your company? _____

Contract Description: _____Date completed: _____ Contract Price: _____Profit: _____

List the three largest contracts completed in the last five years:

Owner or General	Kind of Work	Location *(City, County, State)*	Contract Price	Year Completed	Final Gross Profit

List the two largest jobs you presently have underway

Owner or General	Kind of Work	Location *(City, County, State)*	Contract Price	Percent Complete	Estimated Profit	Completion Date

GENERAL AGREEMENT OF INDEMNITY

This General Agreement of Indemnity, hereinafter called "Agreement", entered into by and between the undersigned, hereinafter called the "Indemnitors", and Lexon Insurance Company, Bond Safeguard Insurance Company, Ironshore Specialty Insurance Company, Ironshore Indemnity Inc., Endurance Assurance Corporation and\ or Endurance American Insurance Company hereinafter called the "Surety". WITNESSETH:

WHEREAS, in the transaction of business, certain Bonds, undertakings and other writings obligatory in the nature of a Bond have heretofore been, and/or may hereafter be, required by, for or on behalf of the Indemnitors or any one or more of the parties included in the designation "Indemnitors", and application has been made and will hereafter be made to the Surety to execute such Bonds, and as a prerequisite to the execution of such Bond or Bonds, the Surety requires complete indemnification.

NOW, THEREFORE, in consideration of the premises, the execution and delivery of one or more Bonds or its refraining from attempting to cancel the same by the Surety, and for other good and valuable consideration, the Indemnitors do, for themselves, their heirs, successors, executors, administrators and assigns, jointly and severally, agree with the Surety as follows:

1. PREMIUM. The Indemnitors shall pay to the Surety all premiums and charges of the Surety for all Bonds issued and shall continue to pay the same where such premium or charge is annual, semi-annual or pro-rata, until the Surety shall be discharged and released from any and all liability and responsibility upon and from each such Bond or matters arising therefrom, and until the Indemnitors shall deliver to the Surety, competent written evidence satisfactory to the Surety of its discharge from all liability on such Bond or Bonds.

2. INDEMNIFICATION. The Indemnitors shall jointly, severally and/or collectively indemnify, exonerate and save the Surety harmless from and against any and all liability, loss and expense of whatsoever kind and nature, including, but not limited to, every claim, demand, liability, court costs, damages, attorneys' fees, whether on salary, retainer or otherwise, and interest which the Surety may pay or incur by reason of having executed, or procured the execution of, any Bond or Bonds for any entity as requested by the Indemnitors or their representatives, or any renewals or continuations thereof or substitutes therefore, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of any of the Indemnitors under this Agreement. Amounts due to the Surety shall be payable upon demand, whether or not the Surety shall have made any payment therefor or established a reserve. In accounting by the Surety for payments, the Indemnitors agree that the Surety shall be able to charge for any and all disbursements made by it in good faith under the belief that it is or was necessary or expedient to make such disbursements, whether or not such liability, expediency or necessity existed. In the event of payment by the Surety, the Indemnitors agree to accept the voucher(s) or any other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitor's liability to the Surety under this Agreement.

3. COLLATERAL. The Indemnitors will deposit with the Surety, as collateral security, immediately upon demand, a sum of money, at the option of the Surety, equal to (i) the liability of the Surety, if established, (ii) the liability asserted against the Surety, (iii) the reserve established by the Surety, or any increase thereof, or (iv) for any other reason whatsoever to cover any and all liability, loss, expense or possible liability for any loss or expense for which the Indemnitors may be obligated to indemnify the Surety under the terms of this Agreement. The Surety shall have the right to use the deposit, or any part thereof in payment or settlement of any liability, loss, and/or debt incurred to the Surety, and expense or premiums for which the Indemnitors are or would be obligated to indemnify the Surety under the terms of this Agreement. The Surety shall have no obligation to invest, or to provide a return on the deposit. Additionally, the Indemnitors expressly and specifically agree that the Surety, in its sole discretion and for any reason, may by written demand require the Indemnitors to secure within forty (40) days the full and complete discharge of any and all Bond(s) ("Discharge Demand"). Within forty-five (45) days of the Discharge Demand the Indemnitors shall provide to the Surety collateral in the amount representing the total of any undischarged liability under the Bond(s) as determined by the Surety in its sole discretion. The Surety's demand for collateral or for indemnification covered by this Agreement shall be sufficient if sent by registered or certified mail, facsimile transmission, personal service or via electronic mail to the Indemnitors, or any one of them, at the addresses stated herein, or at the addresses of the Indemnitors last known to the Surety, regardless of whether the
demand is actually received. The Indemnitors acknowledge that the failure to deposit the sums demanded as collateral security shall cause irreparable harm to the Surety for which the Surety has no adequate remedy at law. The Indemnitors agree that the Surety shall be entitled to injunctive relief for specific performance of the obligation of the Indemnitors to deposit with the Surety the sum demanded and hereby waive any claims or defenses to the contrary.

4. ASSIGNMENT. With respect to each Bond executed by the Surety, the Indemnitors hereby assign, transfer, and convey to the Surety as collateral to secure the obligations in any and all paragraphs of this Agreement and any other indebtedness and liabilities of the Indemnitors to the Surety, whether heretofore or hereafter incurred, but subject to the trust herein created: (i) all monies due or to become due to the Indemnitors under or as a result of the contract covered by the Bond(s) including, but not limited to, progress payments, deferred payments, retained percentages, compensation for extra work, and proceeds of damage claims; (ii) all right, title, and interest of the Indemnitors in and to all Property of every nature and description that may now or hereafter be in, on, or around the site of, or the work under, the contract covered by the Bond(s); (iii) all right, title, and interest of the Indemnitors in and to all subcontracts, let or to be let, in connection with said contract referred by the Bond(s) and in and to all surety bonds supporting such subcontracts; (iv) all right, title, and interest of the Indemnitors in machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract; (v) all actions, causes of actions, claims, and/or the proceeds therefrom and any demands whatsoever which the Indemnitors may have against any party including, but not limited to, owners, obligees, subcontractors, laborers, materialmen, architects, engineers or any person furnishing or agreeing to furnish to supply labor,

material, supplies, machinery, tools, or other equipment in connection with a contract covered by the Bond(s), and against any surety or sureties of any party including, but not limited to, such prime contractors, subcontractors, laborers, or materialmen; (vi) all the rights of the Indemnitors in and growing in any manner out of the Bond(s) or any contracts or Contracts referred to in the Bond(s); (vii) any and all percentages retained and any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bond(s) and all other contracts whether bonded or not in which the Indemnitors have an interest; (viii) any and all accounts receivable, marketable securities, rents, proceeds of sale, instruments, chattel paper, letters of credit, documents of title, bills of lading, federal tax refunds, state and local tax refunds, and general intangibles; and, (ix) any and all policies of insurance (collectively referred to as "Collateral"). The Indemnitors agree that the Surety may, but is not required to, add such schedules to this Agreement as it deems advisable, describing more specifically items of security covered by this Assignment. The foregoing assignment shall be effective as of the date of the execution and delivery of this Agreement as to each contract covered by Bond(s) executed prior to such date although nothing herein shall limit the right of the Surety to claim under any prior assignment. With respect to any Bond(s) executed and delivered on or after the date of execution and delivery of this Agreement, the assignment shall become effective retroactive to the date of the first Bond in the Event of Default.

5. TRUST FUNDS. The Indemnitors agree and hereby expressly declare that all funds due or to become due under any contract, whether or not in the possession of any of the Indemnitors, or another, shall be held in trust as trust funds by the Indemnitors, for the benefit and payment of all persons to whom the Indemnitors incur obligations in the performance of such contract covered by the Bond(s) and/or for the benefit of, payment to, or reimbursement of the Surety for any liability, loss, or expense the Surety may incur under the Bond(s) or in enforcing this Agreement. If the Surety discharges any such obligations, it shall be entitled to assert the claim of such person to the trust funds. It is the express intention of the Indemnitors herein to fully comply with any legal requirements for the establishment of a valid and enforceable trust for the trust res consisting of all present and future bonded contract funds, for the benefit of the Surety and all persons to whom the Indemnitors incur obligations in the performance of bonded contracts. Said trust or trusts shall terminate on the payment by the Indemnitors of all the contractual obligations for the payment of which the trust or trusts are hereby created or upon the expiration of twenty years from the date hereof, whichever shall occur first. Notwithstanding anything to the contrary herein above, this section may be implemented in any manner provided at law or in equity.

6. NOTICE OF CLAIMS. The Indemnitors immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability, with which the Surety may be subsequently charged under any Bond(s), shall notify the Surety thereof in writing and shall fully cooperate with Surety in the defense of any demand, claim, suit, notice, arbitration proceeding or other action.

7. CLAIM SETTLEMENT. The Surety shall have the exclusive right, in its sole and absolute discretion, to determine for itself and the Indemnitors whether any claim, demand or suit brought against the Surety or the Indemnitors upon any Bonds shall be settled, defended, or compromised and its decision shall be binding and conclusive upon the Indemnitors. The Surety shall be entitled to immediate reimbursement of any and all loss incurred pursuant to the indemnification set forth herein.

8. CONTRACT CHANGES/LOANS. If such Bond be given in connection with a contract, the Surety is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Indemnitors to the Surety when due, shall be conclusively presumed to be a loss hereunder for which the Indemnitors shall be responsible, notwithstanding that said money or any part thereof might not be so used by the Indemnitors.

9. WAIVER OF NOTICE. It shall not be necessary for the Surety to give the Indemnitors, or any one or more of them, notice of the execution of, or changes to, any Bond(s) covered by this Agreement, nor of any fact or information coming to the notice or knowledge of the Surety affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any Bond(s) executed by it, notice of all such being hereby expressly waived. The Indemnitors and the Surety each hereby waive trial by jury in any action or proceeding pertaining to this Agreement, which waiver is knowingly, willingly and voluntarily made by the parties to this Agreement.

10. SETTLEMENT WITH INDEMNITORS. In the event of any claim or demand being made by the Surety against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of any Bond(s), the Surety is hereby expressly authorized to settle with any one or more of the Indemnitors individually, without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and each Indemnitor hereby expressly waives the right to be discharged and released by reason of the release of one or more of the joint debtors, and hereby consent to any settlement or composition that may hereafter be made.

11. DECLINATION OF EXECUTION. The Surety at its option may decline to execute or participate in, or procure the execution of, any Bond(s), or changes to any existing Bond(s), without impairing the validity of this General Agreement of Indemnity. Any and all such declinations shall not impair the validity of this Agreement.

12. OTHER SURETIES. If the Surety procures the execution of such Bond(s) by other companies, or executes such Bond(s) with co-sureties, or reinsures any portions of such Bond(s) with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties, and re-insurers or their successors and assigns, so as to give it or them a direct right of action against the Indemnitors to enforce this Agreement and in that event, the word "Surety" shall be deemed to include such company or companies as it or their interests may appear.

13. INDEMNITOR LIABILITY. The liability of the Indemnitors hereunder shall not be affected by the failure of an Indemnitor as Principal to sign any Bond(s), nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or

the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

14. TERMINATION OF INDEMNITOR LIABILITY. The obligations under this Agreement may be terminated by any one or more of the Indemnitors upon written notice, sent by certified mail, to the Surety but any such notice of termination shall not operate to modify, bar or discharge, limit, affect or impair the liability of any Indemnitor prior to thirty (30) days after receipt of the notice of termination by Surety and the obligations shall also not be terminated on Bonds executed after the date of termination (i) upon the award of a contract to the Indemnitor(s) on a bid or proposal with respect to which the Surety has executed a bid bond or similar undertaking, or (ii) on Bonds which the Surety has otherwise become obligated to execute prior to such termination date. Any notice of termination given hereunder shall operate only with respect to the Indemnitors on whose behalf such notice shall have been given. No change in marital, employment, economic status, ownership in a bonded entity or other condition shall in any manner alter the provisions of this provision or this Agreement.

15. SECURITY INTEREST. This Agreement shall constitute a Security Agreement for the benefit of the Surety and/or a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

16. RIGHT TO INFORMATION. At any time, and until such time as the liability of the Surety under any and all Bonds is terminated, the Surety shall have unrestricted access to any and all books, records, trust funds, accounts, documents, or other information pertaining to the financial affairs or operations of the Indemnitors, in whatever form or wherever located, including the right to obtain credit reports or other investigative reports; and any bank depository, material man, subcontractor, obligee, government entity, creditor, accountant or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by the Indemnitor(s), the condition of the performance of such contracts and payments of accounts.

17. REMEDIES. In the event of any breach, delay or default asserted by the obligee, or other claimant, concerning any Bond(s), or the Indemnitors have suspended or ceased work on any contract or contracts covered by any Bond(s), or failed to pay any obligations incurred in connection therewith, or in the event of the death, disappearance, Indemnitors' conviction for a felony, imprisonment, incompetence, or insolvency of the Indemnitors, or the appointment of a receiver or trustee for the Indemnitors, or the property of the Indemnitors, or in the event of an assignment for the benefit of creditors of the Indemnitors, or if any action is taken by or against the Indemnitors under or by virtue of the U.S. Bankruptcy Code, or should reorganization or arrangement proceedings be filed by or against the Indemnitors under said Code, or if any action is taken by or against the Indemnitors under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, at its option and in its sole discretion, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any Bond(s), and at the expense of the Indemnitors to complete or arrange for the completion of the same, or to take any other action Surety may deem appropriate to obtain a discharge of the Surety's obligations and the Indemnitors shall promptly, upon demand, pay to the Surety all losses, and expenses so incurred.

18. HOMESTEAD. The Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any state, territory or possession.

19. ATTORNEY-IN-FACT. The Indemnitors hereby irrevocably nominate, constitute and appoint and designate the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Indemnitors, or any one or more of them, to make, endorse, execute, sign and deliver any and all additional or other instruments, writings, including assignments, financing statements, documents, instruments, checks, drafts, deposits, ACH (automatic clearing house), and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof, in order to give full effect not only to the intent and meaning of the obligations assumed, and the agreements made by the Indemnitors hereunder, and the assignments and conveyances made herein, but also the full protection intended to be herein given to Surety under all other provisions of this Agreement.

20. SURETYSHIP COVERED. The Indemnitors hereby acknowledge that this Agreement is intended to cover any Bond(s) (whether or not covered by any application signed by any one or more of the Indemnitors, with such application to be considered between the parties hereto as merely supplementary to this General Agreement of Indemnity) heretofore or hereafter executed by the Surety on behalf of the Indemnitors, or any one of them (whether contracting alone or as a joint or co-adventurer) from time to time, and over an indefinite period of years, until this agreement shall be cancelled in accordance with the terms hereof. The Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have heretofore or hereafter, with or without notice to or knowledge of the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of any bond(s), from the Indemnitors or others. The rights, powers and remedies given the Surety under this Agreement shall be and are in addition to and not in lieu of, any and all other rights, powers and remedies which the Surety may have or acquire against the Indemnitors or others, whether by the terms of any agreement or by operation of law.

21. LIABILITY OF SURETY. Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly

as the liability of the Surety is construed toward its obligee.

22. PRONOUNS/SEVERABILITY. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, to Indemnitors, Principals, and/or to individuals, partnerships, corporations, or other legal entities as the circumstances require. If any provision or provisions of this Agreement are held to be void or unenforceable by law, this Agreement shall not be void or unenforceable, but shall continue in effect and be enforced as though such provision or provisions were omitted.

23. MODIFICATIONS. This Agreement, and the Bonds issued pursuant to this Agreement, constitutes the entire Agreement among the Indemnitors and the Surety regarding the rights and obligations of the Parties hereto. This Agreement and the rights and remedies of the Surety hereunder may not be changed or modified unless signed by an officer or other authorized representative of the Surety.

24. HEADINGS. Section headings herein are included for convenience only and shall not be deemed to be part of this Agreement.

25. EXECUTION OF AGREEMENT/ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original. Indemnitors consent to the use of electronic signatures by Surety. This Agreement and any other documents requiring a signature may be signed electronically by the Indemnitors. The Indemnitors agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Indemnitors also agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of any electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or contains an electronic signature or that it is not in its original form or is not an original.

WE HAVE READ THIS GENERAL AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS SET FORTH ABOVE.

IN WITNESS WHEREOF, the Indemnitors agree that they are jointly, severally and collectively bound to the Surety by this Agreement; that the undersigned are fully authorized to execute this Agreement; and, that the effective date of this General Agreement of Indemnity is the_____day of_____, 20_____ .

CORPORATE INDEMNITY

Company Name (Print) _____

Signature _____ (I am authorized to sign for this company)

Name (Please Print) _____ Title _____

CORPORATE INDEMNITY

Company Name (Print) _____

Signature _____ (I am authorized to sign for this company)

Name (Please Print) _____ Title _____

PERSONAL INDEMNITORS- ALL OWNERS AND SPOUSES MUST SIGN

Signature _____ (Indemnitor) Print Name Here_____	Signature _____ Indemnitor) Print Name Here_____
Signature _____ (Indemnitor) Print Name Here_____	Signature _____ (Indemnitor) Print Name Here_____
Signature _____ (Indemnitor) Print Name Here_____	Signature _____ (Indemnitor) Print Name Here_____
Signature _____ (Indemnitor) Print Name Here_____	Signature _____ (Indemnitor) Print Name Here_____