You are assuming specific obligations – READ CAREFULLY!

THIS AGREEMENT made between the undersigned _____, hereinafter called Indemnitor(s), and UNITED STATES FIRE INSURANCE COMPANY (hereinafter called Surety).

WITNESSETH:

WHEREAS, the Surety has executed, or is about to execute in behalf of and/or at the instance of the indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Surety of such bond or undertaking, the Indemnitor(s) covenants(s) and agree(s) with the Surety as follows:

1. The Indemnitor(s) will pay the Surety, or its duly authorized agent, the premium(s) specified in said application.
2. The Indemnitor(s) will immediately notify the Surety of the making of any demand or the paying of any notice or the commencement of any proceeding or the fixing of any liability which the Surety may be required to discharge by reason of the execution of any such bond or undertaking.
3. The vouchers or other evidence of payment by the Surety, in discharge of any liability under or incurred in connection with any such bond or undertaking, or incurred in connection with any collateral held by the Surety, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Surety.
4. In the event the Surety executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Surety, the procured sureties and/or co-sureties and/or reinsurers as their respective interests may appear.
5. The Indemnitor(s) agree(s) that the Surety may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Surety to give the Indemnitor(s) notice of any fact or information coming to the Surety's notice or knowledge concerning or affecting its rights or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Surety may secure and further indemnify itself against any such bond or undertaking in any manner it may think proper, including surrender of the defendant (either before or after forfeiture and/or payment) if the Surety shall deem the same advisable.
6. The Indemnitor(s) hereby authorize(s) any attorney of any court of record to appear for him/her or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s) (jointly and/or jointly and severally) in favor of the Surety, for the amount of any forfeiture which may be taken against the Surety on the said bond or undertaking and to release all error and waive all right to stay of execution or appeal; and to do and perform all acts and execute all papers in the name of Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample manner as the Indemnitor(s) might do if personally present; hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisement or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
7. This instrument shall be binding not only upon the Indemnitor (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
8. The Surety reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Surety in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
9. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of including the Surety to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
10. The Surety shall not be first obliged to proceed against the principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit or any law requiring the Surety to make claim upon or proceed or enforce its remedies against the principal(s) before making demand upon or proceeding and/or enforcing its remedies against any indemnitor.
11. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on the continuance of said bond(s) on undertaking(s), and/or the acceptance at any time by the Surety of the other collateral security or agreement, shall not in any way abridge or limit the right of the Surety to be subrogated to any right or remedy, or limit any right or remedy which the Surety may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Surety shall have every right and remedy which an individual surety acting without compensation would have, all such rights being construed to be comulative and for the sole benefit of the Surety, its successors and/or its assigns.
12. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
13. In making application for the hereinabove described Bail Bond, we affirm all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
14. For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the Surety or its agent for all losses not otherwise prohibited by law or by rules of the Department of Insurance.
15. Collateral provided in consideration for the issuance of the bond shall be returned once all liability under the bond has been exonerated.

IN TESTIMONY WHEREOF we have hereunto set our hand and affixed our seals this _____day of_____, 20 _____ .

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

Defendant Signature _____

Indemnitor

Signature _____ Employment _____

Name _____ Address _____ City _____ Zip _____

Phone _____ Driver's Lic. _____ S.S. No. _____ D.O.B. _____

Spouse _____ Employer _____

Reference (Personal or Credit)

1. _____ Relation _____
2. _____ Relation _____
3. _____ Relation _____

Indemnitor

Signature _____ Employment _____

Name _____ Address _____ City _____ Zip _____

Phone _____ Driver's Lic. _____ S.S. No. _____ D.O.B. _____

Spouse _____ Employer _____

Reference (Personal or Credit)

1. _____ Relation _____
2. _____ Relation _____
3. _____ Relation _____

Indemnitor

Signature _____ Employment _____

Name _____ Address _____ City _____ Zip _____

Phone _____ Driver's Lic. _____ S.S. No. _____ D.O.B. _____

Spouse _____ Employer _____

Reference (Personal or Credit)

1. _____ Relation _____
2. _____ Relation _____
3. _____ Relation _____

STATE OF _____ COUNTY OF _____

On this _____ day of _____, _____ , before me personally appeared _____,

to me known to be the person described in and who executed the foregoing instrument and _____ thereupon acknowledged to me that_____executed the same.

_____ My Commission Expires:_____

NOTARY