





## General Indemnity Agreement

**THIS AGREEMENT** is made by the undersigned Principal(s) and indemnitor(s), in consideration of Insurance Company ("Surety") issuing or committing to issue a bond or bonds to Principals, 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.

### **DEFINITIONS.**

- A. **Bond**: Any surety bond, undertaking, or other express or implied obligation or guarantee 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.
- B. **Principal**: The person(s) and entity(ies) for whom any bond is issued, or committed to be issued, by Surety of anyone or more combinations thereof, or their successors in interest, whether alone or in a 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 and their successors and assigns.
- C. **Surety**: Insurance Company, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any bond of any other person or entity who executes any bond at its request.
- D. **Undersigned**: Includes the Principal, all indemnitors and others executing this indemnity for the benefit of Surety.

### **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 or 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, adjustments 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 due on all bonds issued by Surety on behalf of 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. On any bond where Surety charges an annual premium, such annual premium shall be due upon execution of the bond and upon any renewal 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 any claim or suit arising out of or related to any bond or this Agreement, an itemized statement of Surety's loss and expense, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned's liability under this Agreement; and Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any bond; and in any suit relating to this Agreement or any bond, Surety may recover its expenses and attorney's fees incurred in 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 in an amount equal to the reserves posted by Surety 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 specific performance of this paragraph and this Agreement.
- 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 anyone of the Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone shall relieve the Undersigned of any obligation owned under this Agreement. Undersigned shall not be released from liability under this Agreement because of the legal 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 the Agreement be held invalid the remaining provision shall retain their full force and effect.



NOTARY ACKNOWLEDGEMENT FOR RAPID CONTRACT BOND PROGRAM

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned Notary Public personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Signature: \_\_\_\_\_

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned Notary Public personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Signature: \_\_\_\_\_

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned Notary Public personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Signature: \_\_\_\_\_

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 200\_\_\_\_ before me, the undersigned Notary Public personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Signature: \_\_\_\_\_



