



SureTec Insurance Company

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 www.SureTec.com

RELEASE OF MECHANICS LIEN BOND APPLICATION

Agency		Agency Phone	
Agency recommendation			
Amount \$		Effective Date	
Your Company Name (as it is to appear on the bond)			
Address		City	State Zip
Name of Claimant (Obligee)			
Obligee's Address		City	State Zip
Address of Claimant:			
Nature of Dispute:			
Attorney Name, Address & Phone			
Does the business or any principal involved: <i>if yes, attach an explanation</i>			
Have any outstanding collection items or liens?	Yes No	Had any lawsuits or judgments against them?	Yes No
Ever failed in business or declared bankruptcy?	Yes No	Ever had a license or bond cancelled or denied?	Yes No
Attach financial statements for Business and Business Owners & Copy of Lien			

Owner Information for Indemnity

1. Name of Business Owner:		SS# of Business Owner:	
Name of Spouse:		SS# of Spouse:	
Home Address:		Phone:	
% of Ownership?	Indemnity Available? YES NO	Family Trust? YES NO	
2. Name of Business Owner:		SS# of Business Owner:	
Name of Spouse:		SS# of Spouse:	
Home Address:		Phone:	
% of Ownership?	Indemnity Available? YES NO	Family Trust? YES NO	
3. Name of Business Owner:		SS# of Business Owner:	
Name of Spouse:		SS# of Spouse:	
Home Address:		Phone:	
% of Ownership?	Indemnity Available? YES NO	Family Trust? YES NO	

Indemnification Agreement – Read Carefully and Sign

EACH OF THE UNDERSIGNED HEREBY affirms that the foregoing statements made and answers given are the truth and are made to induce the Surety to execute or procure the execution of any and all of the bonds described and any extension, modification or renewal thereof, addition thereto or substitution therefor. This is an application for a bond. A bond is a credit relationship.

Applicant acknowledges and consents that credit checks will be made on both individuals and business(es) associated with this surety bond application, update or renewal or for any other legitimate business purpose. If you request, we will inform you whether any credit report was requested and, if so, the name and address of the consumer reporting agency which furnished the report. A bond is NOT an insurance policy.

You, officers, directors, principals and other indemnitors under bond will severally and jointly be liable for payment to the Surety of any defaults under the bond.

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned persons or entities, all of which are individually and collectively referred to, whether one or more, as "Principal," for the continuing benefit of Surety in connection with any Bond executed on behalf of Principal or any one or more of them.

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 for Principal or any other person or entity at their request 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 persons and entities, jointly and severally, signing below or 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 SureTec Insurance Company, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any Bond, or any other person or entity who executes any Bond at its request.

INDEMNITY: Principal:

1. Agrees to indemnify and save harmless Surety from and against any and all demands, claims, liabilities, costs, losses, 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 and adjustment of claims or potential claims, cost and loss containment, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from Principal or third parties, whether Surety shall have paid out any such sums; and
2. Agrees to pay Surety and any producing agent all premiums on 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 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
3. Agrees that in furtherance of such indemnity: (1) 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 of disbursement by Surety, shall be prima facie evidence of the fact and extent of Principal's liability under this Agreement, (2) Surety shall have the right to indemnity regardless of whether Surety has made any payment under any Bond, and (3) In any suit between 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 both defending and prosecuting such suit.

GENERAL PROVISIONS. The Principal further agrees as follows:

- A. If a claim or demand for performance of any obligation under any Bond is made against Surety, Principal, 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. Principal acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B. Principal'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 Principal shall not release any other Principal. Principal shall not be released from liability under this Agreement because of the status, condition, or situation of any Principal.
- C. If the execution of this Agreement by any Principal is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Principal. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D. Principal waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Principal understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- E. Principal shall review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waives any claim against Surety arising out of any such error or omission.

