

GENERAL INDEMNITY AGREEMENT

SPECIAL INSTRUCTIONS FOR THE COMMONWEALTH OF VIRGINIA NOTARY CERTIFICATE EFFECTIVE JULY 01, 2007

Effective July 01, 2007, Commonwealth of Virginia Code Section 47.1-16 requires that the notarial certificate to **appear on the same page** as the signature that is being notarized.

In compliance with this requirement the signature page of the attached General Indemnity Agreement has been modified to include the Notarial Acknowledgement. A separate signature page should be used if more than one notary is used to notarize separate signatures or if a notary elects to use a separate Notarial Acknowledgement for each signature.

This is a requirement of the Laws of the Commonwealth of Virginia and cannot be modified. If you have any questions, contact your Insurance Agent or the local branch of The Insko Dico Group.

PRINCIPAL INFORMATION

<p>INSTRUCTIONS:</p> <p>Questionnaire is to be attached to the General Agreement of Indemnity.</p> <p>Annual Year End Financial Statements are required on all Principals (Applicants) and Indemnitors.</p> <p>If additional space is needed, please attach a separate sheet with the necessary information.</p>	Agency: _____	Producer Code No. _____	
	Principals Name: _____		
	Business Street Address _____	City _____	State _____ Zip _____ Telephone _____
	Date Started _____	Tax Identification _____	Primary Business _____
	Bank (Name/Branch) _____		Telephone _____
	Bank Address _____		
	OWNERS		
	Name _____		
	Home Street Address _____	City _____	State _____ Zip _____ Telephone _____
	Ownership % _____	Position with Applicant _____	SS# _____ Drivers License Number _____
	Name _____		
	Home Street Address _____	City _____	State _____ Zip _____ Telephone _____
	Ownership % _____	Position with Applicant _____	SS# _____ Drivers License Number _____
	SUBSIDIARIES/AFFILIATES FOR WHICH BONDS MAY BE REQUIRED		
	Name _____		
	Business Street Address _____		Telephone _____
	Date Started _____	Tax Identification _____	Primary Business _____
	Name _____		
	Business Street Address _____		City _____ State _____ Zip _____ Telephone _____
	Date Started _____	Tax Identification _____	Primary Business _____
BONDS REQUIRED			
BONDS REQUIRED ATTACH LIST AND FORMS	Type _____	Amount _____	Obligee (Agency Requiring Bond) _____
	Type _____	Amount _____	Obligee (Agency Requiring Bond) _____
	Type _____	Amount _____	Obligee (Agency Requiring Bond) _____

**INDEMNITY AGREEMENT
(Commercial/Continuous)**

Read Carefully

Indemnity Agreement Number:

Effective Date:

The undersigned, as Principals and Indemnitors, affirm that this Agreement of Indemnity is given to induce Developers Surety and Indemnity Company and/or Indemnity Company of California (herein called Surety) to execute or procure the execution of any bonds presently required, or required in the future, and any extension, modification, or renewal of such bonds.

In consideration of the execution of any bond executed by Surety, the undersigned agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay Surety an initial premium, upon the execution of each bond, computed in accordance with the rates then charged by Surety, and to pay all renewals, extensions and premium adjustments billed by the Surety until satisfactory evidence of the discharge or release has been furnished to Surety.

2. To hold Surety harmless from and against any and all liability, loss, claims, demands, costs, damages, including reasonable attorney fees and expenses, of whatever kind or nature, which Surety may sustain or incur by reason or in consequence of any bond executed on behalf of the undersigned, or any of them, whether such bond or bonds are written in the name of the undersigned, or for any other person, firm or entity furnished to Surety by any of the undersigned and accepted by Surety as a principal in reliance on this Agreement.

3. To deposit with Surety funds in such amounts as Surety reasonably deems necessary to discharge any claim made against Surety for any bond, regardless of whether Surety has paid the claim. Funds deposited with Surety may be used to pay any claim, or may be held by Surety, in its discretion, as collateral security against future loss or expense on any bond issued in reliance on this agreement.

4. Surety has the exclusive right to determine whether any claim or suit will, on the basis of liability, expediency or otherwise, be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety for loss, contingent loss, liability or expense, sworn to by an officer of Surety, shall be prima facie evidence of the obligation of the undersigned to reimburse the Surety.

5. The undersigned waive notice from Surety of any claim or demand made against Surety or the Principal under any bond executed pursuant to this Agreement.

6. Surety may, in its absolute discretion, decline any or all bonds applied for, and has the right to withdraw from, or cancel, or procure the release of any bond at any time, all without incurring any liability to the undersigned.

7. This is a continuing obligation of the undersigned and may be terminated only upon written notification to Surety. Such notice shall state the effective date of such termination, which, in no event, will be less than thirty days following receipt of the notice by Surety. The termination of this Agreement will not relieve any of the undersigned of any obligation or liability under this Agreement, or any bond issued in reliance on this Agreement, occurring during the term of this Agreement, regardless of when such obligation or liability may become known to Surety.

8. The undersigned acknowledge that this is a credit relationship and authorize Surety to gather such credit information as Surety considers necessary and appropriate to evaluate whether such credit should be granted or continued.

**INDEMNITY AGREEMENT
SIGNATURE PAGE**

Indemnity Agreement Number:
Effective Date:

(Company Name)

(Print Name)

By: _____
(Name and Title)

(Signature)

(Signature)

(Print Name)

By: _____
(Name/Title)

(Signature)

(Signature)

(Print Name)

(Company Name)

(Signature)

By: _____
(Name and Title)

(Print Name)

(Signature)

(Signature)

By: _____
(Name/Title)

(Print Name)

(Signature)

(Signature)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

STATE OF _____

COUNTY OF _____]

On _____, before me, _____,
(here insert name of notary)

personally appeared _____,
(name(s) of signer(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official Seal.

Signature _____ (SEAL)

