

## INDEMNITY AGREEMENT

### YOU ARE ASSUMING SPECIFIC OBLIGATIONS, READ CAREFULLY

\_\_\_\_\_ (hereinafter called SURETY) at the request of the undersigned, and upon the surety hereof, has or is about to become surety on an appearance bond for, \_\_\_\_\_ (hereinafter called PRINCIPAL) in the sum of \$ \_\_\_\_\_ and a copy is attached hereto and made a part hereof for all purposes. If more than one bond is made or has been made, then this Agreement shall extend to and cover all such bonds and the terms of this Agreement shall apply and be enforceable against each bond individually or as a group.

**NOW, THEREFORE**, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the further consideration that the SURETY would not execute the above requested bond or bonds in any amount without the indemnity of this Agreement, the undersigned, whether one or more, do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. The undersigned will have the aforesaid Principal before the proper Court from day to day and from term to term as may be ordered or required by the Court or any other Court to which the case or bond may be transferred. Surety has no liability or obligation to inform or to keep the principal or the undersigned informed of any such dates or times the principal may be required to appear in any Court or for any hearing, this being the sole responsibility of principal and the undersigned.

2. the undersigned will at all times indemnify and save Surety harmless from and against every claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the said Surety shall or may for any cause sustain or incur by reason or in consequence of Surety having executed said bond or undertaking, and will, upon demand by Surety, place the Surety in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication against it by reason of such suretyship and before Surety shall be required to pay the same.

3. The voucher, statement, check or other evidence of any payment made by Surety or on behalf of Surety by reason of such suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate, both as the propriety thereof and as to the extent of the liability thereof from the undersigned to Surety.

4. If the principal's case is dismissed and refilled under a new case number, or if the principal shall be charged, re-charged, indicted or re-indicted, for the same or similar offense, the undersigned hereby acknowledges all the liability under this agreement as if it were the original charge against the principal, it being the intention of the parties hereto that the undersigned shall remain liable to Surety so long as there remains any liability, potential liability or loss resulting from the execution of the bond or bonds made the basis of this Agreement.

5. the Surety may withdraw from its suretyship at any time it appears, in the sole discretion of Surety, that the principal is about to flee or does not intend to appear in Court as required or for any other reason deemed sufficient by Surety, or if any Indemnitor becomes insolvent or refuses to cooperate with Surety in any manner in connection with said bond or bonds, however, any withdrawal by Surety shall not terminate this Agreement and liability hereunder created of the undersigned to Surety. The surrender of principal does not terminate this Agreement. This Agreement shall not be returned by Surety at the time Surety shall be satisfied of the termination of this liability under said bond or bonds, but shall be retained and continued for any unanticipated liability that may at any time occur thereafter.

6. this Agreement hereby provides that so long as there is any liability or loss of any nature whatsoever to Surety upon the bond or bonds referred to herein, the undersigned will not make any transfer or any attempted transfer of any of the property given as security or of any interest therein, and Surety shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of said Surety having executed that bond or bonds herein referred to.

7. If there be more than one Indemnitor securing the above-mentioned appearance bond or bonds, all liability shall be joint and several, however, release or payment by one shall not release any others unless expressly stated in writing. A default by any Indemnitor shall be enforceable and binding against and upon all others.

8. The undersigned agrees to pay reasonable attorney's fees incurred in the enforcement of this Agreement which in no event shall be less than forty (40) of the amount of the bond or bonds which this Agreement secures and indemnifies. This contract is performable in Harris County, Texas.

9. Surety shall have the right to transfer and/or assign, in whole or part, all of its rights and obligations under this Agreement. Such transfer or assignment may be made to a corporation, surety company, insurance company, individual or group of individual or group of individuals, and howsoever made are to be in all things respected and recognized by the undersigned.

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10. If any provision or provision of this Agreement be void and/or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void or vitiated thereby but shall be construed and enforced with same effect as though such provision or provisions were omitted.

11. The undersigned hereby acknowledges that this Indemnity Agreement sets forth all the terms of the agreement between Surety and undersigned. All statements, representations or affirmation mad by Surety and/or its agents or employees prior to or contemporaneously with the execution of this Agreement are incorporated herein and unless herein contained are or no force and affect whatever in determining the liability of the undersigned under this Agreement. The undersigned hereby sates that the said Surety, its agents or employees have not recommended or suggested any attorney or firm of attorneys to represent the principal in any capacity.

12. the undersigned hereby gives a security interest in the following property as security for the execution and faithful performance of the Indemnity Agreement and shall secure the payment of all claims, demands, liabilities, costs, charges, legal fees, disburses and expenses, including failure to pay the full amount of the bonding fee. The undersigned shall, at his own expense, insure said property of any theft, damage, loss, disappearance or failure of Surety to return said property. Surety shall use reasonable care in the safekeeping of said property, however, should the same be stolen, lost, damaged, destroyed or disappear in any manner while in the possession or constructive possession of Surety, the undersigned's exclusive and only recourse shall be against the insurance policy, and the undersigned hereby holds the Surety harmless for failure to return said property for any reason whatsoever, including any negligence of the Surety in the care safekeeping or the return of said property. The undersigned hereby grants to Surety a security interest, and mortgages to Surety the following described property which shall remain in the possession of Surety all liabilities of the undersigned have been discharged or until Surety voluntarily returns the same to the undersigned:

**Description of Property:**

\_\_\_\_\_

Daily storage fee of \$2.00 per day will be charged if the collateral is kept by the Surety after ten (10) days of disposition of the defendant's bail bond.  
Collateral must be picked up by \_\_\_\_\_ or \_\_\_\_\_.

13. SEE BELOW

If the property or any part thereof given as security under this Agreement is chase money, that the undersigned hereby agrees that Surety may commingle the said funds with any other funds or property of its own and hold the same in any form or any account without any duty to keep the same separate or in any form of escrow and it is expressly agreed and understood that no interest or increase shall ever be due or payable at any time upon said cash money so long as the same is retained for any purpose by Surety in securing all the terms of this Agreement and until all liabilities of the undersigned have been finally discharged.

At any time Surety believes the prospect of payment of any obligation secured hereby or the performance of this Agreement is impaired, Surety may declare this Agreement to be in default and proceed to liquidate said secured property, at public or private sale and the proceeds used to reimburse Surety and the balance, if any, to be used as cash collateral to secure any further liability under this Agreement. Surety will give the undersigned reasonable notice of the time and place of same.

SIGNED THIS THE \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Co-Surety Signature \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Defendant Signature \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

13. THE UNDERSIGNED AGREEMENT BONDING FEES COLLECTED AT THE TIME THIS BOND IS MADE ARE FOR ONE YEAR ONLY AND RENEWAL BONDING FEE OF \$ \_\_\_\_\_ MUST BE PAID ON THE ANNIVERSARY DATE OF THIS BOND, OR THIS BOND IS SUBJECT TO CANCELLATION. HOWEVER, FAILURE TO PAY THIS RENEWAL FEE SHALL NOT LIMIT THE RESPONSIBILITY ORIGINALLY UNDERTAKEN BY THE UNDERSIGNED.

Co-Surety Signature \_\_\_\_\_ Defendant Signature \_\_\_\_\_