



# GENERAL INDEMNITY AGREEMENT

The UNDERSIGNED PRINCIPAL AND INDEMNITOR(S) (hereafter referred to as the "Undersigned") represent that the statements set forth in the foregoing application are true, and are made for the purpose of inducing THE CINCINNATI INSURANCE COMPANY, an Ohio corporation (hereinafter referred to as the "Surety") to become surety on the Bond or Bonds outlined in the BOND INFORMATION above and all subsequent Bonds applied for and provided by the Surety and in consideration of its so doing, HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE with the Surety, its successors and assigns, as to said Bond or Bonds heretofore or hereafter executed or procured for or at the request of the Undersigned.

The Undersigned expressly authorizes the Surety to access their personal credit reports and credit history as well as make such pertinent inquiries as may be necessary from third party sources to: (A) verify information supplied to the Surety, (B) properly underwrite the risk(s), (C) investigate upon receipt of a Notice of Claim or potential claim under any Bond, and/or (D) any other time deemed justifiable by the Surety.

**DEFINITIONS:** Throughout this document, the term "Agreement" shall mean this binding contract document and all documents comprised of the contract documents, including general and special conditions, specifications and drawings. The word "Bond" shall mean a contract of suretyship, guaranty or indemnity, an agreement or consent to provide such a contract, and the continuation, extension, alterations, renewal or substitution of such a contract, agreement or consent. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The masculine pronoun shall be read as feminine or neuter as circumstances require. "Undersigned" shall mean and include all associated individuals, sole proprietorships, partnerships, corporations and/or associations represented.

**TERMS & CONDITIONS:** The Undersigned agrees to:

**(a) Indemnify** the Surety and hold it harmless from and against any and all liability, losses, costs, damages, attorneys' fees, disbursements and expenses of whatever kind or nature which the Surety may sustain or incur by reason or in consequence of having executed or procured the execution of the Bond or Bonds aforementioned and/or which the Surety may sustain or incur in making any investigation, in settling any claims or in defending or prosecuting any actions, suits or other proceedings which may be made or brought under or in connection therewith, and/or in recovering or attempting to recover salvage or any unpaid Bond premium, in obtaining or attempting to obtain release from liability, or in enforcing any of the covenants of this Agreement. The Undersigned will pay over, reimburse and make good to the Surety, its successors or assigns, all money which the Surety or its representatives shall pay, or cause to be paid or become liable to pay, by reason of the execution of any such Bond or Bonds, such payment to be made to the Surety as soon as it shall become liable, whether the Surety shall have paid out such sum or any part thereof, or not.

**(b) Pay** to the Surety when due, all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rate, or as may be agreed. Premiums calculations shall be based on the Contract Price as stated in the Contract Bond Application and shall be adjusted accordingly based on the final Contract Price as Stated in the Contract Bond Application.

Surety shall have the right to handle or settle any claim or suit arising out of or related to either or both any Bond and/or this Agreement. An itemized statement of loss and expense incurred by the Surety, sworn to by an officer of the Surety, shall be prima facie evidence of the facts and extent of the Undersigned's liability under this Agreement. Separate suits may be brought on this Agreement against any or all of the Undersigned, and the bringing of a suit or the recovery of a judgment upon any cause of action shall not prejudice nor bar the bringing of other suits upon other causes of action whether therefore or thereafter arising. The Surety is expressly authorized to settle any claim based upon this Agreement with any one or more of the Undersigned individually, and such settlement or compromise shall not affect the liability of any of the rest of the Undersigned.

If the Surety receives a performance Bond or payment Bond claim or demand for which the Surety has contingent liability for losses, costs, attorney fees and disbursements and/or expenses in connection with such claims, the Undersigned shall, upon demand of the Surety, and regardless of any proceedings contemplated or taken by the Undersigned or the pendency of any appeal, deposit with the Surety cash or other agreed upon collateral in an amount determined by the Surety to be sufficient to cover the claim or demand and interest thereon. These funds shall be held by the Surety as collateral, in addition to the indemnity afforded by this Agreement, with the right to use such funds or any part thereof, at any time, in payment or compromise of any judgment, claims, liability loss, damage, attorneys' fees and disbursements or other expenses; and if the Surety is required to enforce performance of this covenant by action at law or in equity, the costs, charges, and expenses, including attorneys' fees, which it may thereby incur, shall be included in such action and paid by the Undersigned. Demand shall be sufficient if sent by registered mail to the Undersigned at the address given herein or last known to the Surety.

The liability of the Undersigned hereunder shall not be affected by the failure to sign any such Bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained. If any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party. The Surety may decline to execute any Bond or amend any Bond without cause and without any liability which might arise there from.

Undersigned may terminate liability to the Surety under this Agreement by sending Registered or Certified Mail to the Surety, attention BOND DEPARTMENT, at its Home Office, P.O. Box 145496, Cincinnati, Ohio, 45250-5496. But any such notice of termination shall not operate to modify, bar, discharge, limit, affect, or impair the obligations of the Undersigned under this Agreement with respect to Bonds which are executed prior to such termination or with respect to Bonds executed after the date of such termination: (i) upon the award of a contract to the Undersigned on a bid or proposal with respect to which the Surety has executed a bid or a proposal Bond or a similar undertaking prior to such date; or (ii) for which the Surety has become obligated, prior to such date, to execute. Further, such notice of termination shall operate only with respect to those of the Undersigned upon whose behalf such notice of termination shall have been given.

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original signed copy. This Agreement shall be governed by the laws of the State of Ohio, with proper venue being Butler County.

Signed, Sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**IMPORTANT**

**If a Proprietorship**, applicant must sign. Applicant and spouse must sign personal indemnity below.  
**If Partnership**, two authorized partners must sign on behalf of the firm. The two authorized partners and their spouses must sign personal indemnity below.  
**If a Corporation**, two corporate officers must sign below on behalf of the Company. Shareholders of the Corporation and their spouses must sign personal indemnity below.

**Each signature must be witnessed separately.**

\*Witness: \_\_\_\_\_  
 \*Witness: \_\_\_\_\_  
 \*Witness: \_\_\_\_\_  
 \*Witness: \_\_\_\_\_  
 \*Witness: \_\_\_\_\_  
 \*Witness: \_\_\_\_\_  
 \*Witness: \_\_\_\_\_

PRINCIPAL: \_\_\_\_\_  
 (Type or Print Company Name)  
 By: \_\_\_\_\_  
 Name and Title (authorized signer): \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name and Title (authorized signer): \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name and Title (authorized signer): \_\_\_\_\_  
 INDEMNITOR(S):  
 \_\_\_\_\_ (INDIVIDUALLY)  
 Name  
 \_\_\_\_\_ (INDIVIDUALLY)  
 Name  
 \_\_\_\_\_ (INDIVIDUALLY)  
 Name  
 \_\_\_\_\_ (INDIVIDUALLY)  
 Name