



INSURORS INDEMNITY COMPANY

P.O. Box 2683, Waco, Texas 76702-2683 Phone (800) 933-7444, Fax (413) 778-4722

COURT (JUDICIAL) APPLICATION

Agency Name:

| | | | |
|----------------------------|-------------|----------------------------------|---|
| Applicant Name: | | | |
| SS No.: | Age: | <input type="checkbox"/> Married | <input type="checkbox"/> Single <input type="checkbox"/> Corp |
| Residence Address: | | | |
| City: | State: | Zip: | Residence Telephone No.: |
| Business Name and Address: | | | |
| City: | State: | Zip: | |
| Business Tele No.: | Occupation: | How long engaged? | |

| | |
|-----------------|------------------|
| Type of Bond: | |
| Bond Amount: | Premium: |
| Effective Date: | Expiration Date: |

| | | |
|-----------------------------------|---------|--------------|
| Plaintiff: | | |
| Defendant: | | |
| Title of Action: | vs. | |
| Name of Court: | County: | Case Number: |
| Attorney and Firm Name: | | |
| Address, City, State, Zip, Phone: | | |

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|--------------------------|
| Explain purpose of bond: |
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| Agency Recommendation: |
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****Note**** Defendant Bonds usually require collateral - Attach copies of pertinent court documents.

INDEMNITY AGREEMENT - Read Carefully

The undersigned applicant and indemnitors hereby request Insurors Indemnity Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, and jointly and severally agree:

1. To pay the usual premiums, including renewal premiums,
2. To completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds,
3. To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,
4. Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
5. That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by a officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the company,
6. That the company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
7. That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond,
8. That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract, and
9. At the Company discretion, this indemnity agreement shall be governed in all respects by the laws of the State of Texas and the undersigned applicant and indemnitors consent venue and personal jurisdiction in McLennan County, Texas in all actions or proceedings arising from or relating to this indemnity agreement,
10. That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Waco, Texas 76710, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant,
11. In the event of any payment by the company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed and dated this _____ day of _____ A.D. _____

If APPLICANT is an INDIVIDUAL sign here:

Witness: _____

S. S. #: _____

If APPLICANT is a CO-PARTNERSHIP sign here:

Witness: _____ **By:** _____

(individually and as co-partner)

S. S. #: _____

Witness: _____ **By:** _____

(individually and as co-partner)

S. S. #: _____

If APPLICANT is a CORPORATION sign here:

Attest: _____ **By:** _____
Secretary President

(Name of Corporation)

Signature(s) of Indemnitor(s)

Witness: _____ **By:** _____

(Name of Indemnitor)

S. S. #: _____