



## General Indemnity Agreement (Court, Probate & Fiduciary)

This General Indemnity Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ is executed by the Undersigned in favor of, and for the purpose of indemnifying, Surety in connection with any Bonds heretofore or hereafter written on behalf of \_\_\_\_\_ (“Principal”) or any of the Undersigned. Wherever the term “Indemnitors” appears in this Agreement, it shall refer to all the Indemnitors, or any one or more of them, as applicable.

### 1. DEFINITIONS – The following definitions apply in this Agreement:

- a. Agreement** – This General Indemnity Agreement and all other documents executed by the Undersigned or any one of them, or any additional indemnitors who may hereafter be added, in favor of Surety in connection with the issuance of any Bond.
- b. Bond** – Any bond, guaranty, obligation of suretyship, undertaking or other instrument in the nature of a bond undertaken by Surety for or on behalf of Principal, or any of the Undersigned, before or after the date of this Agreement, and any renewal, addition, re-issuance or extension of any of said obligations.
- c. Claim** – Any demand, notice, inquiry, claim, suit, writ, judgment or proceeding against a Bond, and any condition, act, event, or circumstance which might impact Surety’s liability or exposure on a Bond or Bonds.
- d. Expense** – Claims handling and adjustment expenses and costs, including expenses paid or incurred in enforcing the terms of this Agreement, paid or incurred in determining the extent or amount of Surety’s liability or exposure in connection with a Claim, procuring or attempting to procure release from liability under a Bond by Surety, or incurred in recovering or attempting to prevent or recover Losses or Expenses paid or incurred; The term “Expenses” includes, but is not limited to, all sums paid or incurred for Claims adjustment, attorneys’ fees, costs of collection, escrow, joint control, experts, consultants, accounting, and professional services, whether paid to third parties or incurred in-house. Expenses shall also include all premiums and joint control fees on any Bonds issued by Surety on behalf of Principal.
- e. Loss** - Any and all payments made or liabilities incurred, of whatever kind, which arise by reason of, or in consequence of, the execution by Surety of any Bond.
- f. Principal** – The persons or entities set forth above, or named as a principal on any Bond, or any one of them or any combination thereof, and their successors in interest, whether alone, or in joint venture, or as co-principals with others named herein or not. Any of the Undersigned will be considered a Principal if identified in a Bond as a principal thereon.
- g. Estate** – In the case of Probate or other Fiduciary Bonds, the subject matter and assets of any estate, trust, probate, guardianship, conservatorship, receivership, or other administrative, judicial, Bankruptcy, or arbitral proceeding to be administered by a Principal on a Bond, and the assets over which a Principal has fiduciary, administrative, or trust responsibilities in connection with a Bond.
- h. Surety** – SureTec Insurance Company, SureTec Indemnity Company, or other companies which either or both of them may reinsure or procure to act as a surety or as a co-surety for any of the Undersigned on any Bond, or any other person or entity who executes, extends, re-issues, or renews a Bond for any of the Undersigned at the request of the Surety. A written statement, signed by an officer of SureTec Insurance Company or SureTec Indemnity Company, attached to a copy of this Agreement before or after execution hereof by Undersigned, confirming procurement of execution, co-surety, or reinsurance by such other companies, shall be *prima facie* evidence of the rights of such other companies hereunder and shall be binding

on Undersigned to the same extent as if such companies were named as the Surety herein in the first instance. Any action to enforce this Agreement may be brought in the name of such other companies without the necessity of joinder of SureTec Insurance Company or SureTec Indemnity Company.

**i. Undersigned** – The Principal and the parties signing the Agreement, or any addendum or amendment hereto, as well as any other persons or entities executing an application or Bond covered by this Agreement.

**2. INDEMNITY** – Inconsideration of Surety's execution or continuance. Renewal, or re-issuance of Bonds, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by the Undersigned, the Undersigned do, for themselves, their heirs, executors, administrators, personal representatives, and assigns, jointly and severally, agree to indemnify Surety from and against, and hold it harmless from, all Loss, Claim, and Expense. The Undersigned further agree with, and make this Agreement in favor of, and for the benefit of, the Surety, convenanting and agreeing as follows:

**a.** Surety need not proceed first against the Principal. Surety may bring separate suits hereunder against any or all of the Undersigned as causes of action may accrue hereunder. Surety shall have every right, defense, or remedy which a personal Surety without compensation would have, including the right of exoneration.

**b.** The Surety shall have the exclusive right for itself and for the Undersigned to decide and determine whether any Claim shall, on the basis of liability, exposure, expediency, or otherwise, be paid, settled, compromised, defended or appealed, and the Surety's determination shall be final, conclusive and binding upon the Undersigned.

**c.** Surety shall have the right to incur Expenses in handling or defending a Claim as it shall deem necessary, including but not limited to the Expense for investigative, claims adjustment, accounting, collection, escrow, litigation costs and legal services. Surety shall have the right to reimbursement of its Expenses irrespective of whether any payment of Loss has been made by Surety.

**d.** Surety shall have all rights set out herein, irrespective of the fact that the Undersigned may have assumed, or offered to assume, the defense of the Surety with respect to a Claim.

**e.** In any action to recover Surety's Loss or Expense, an itemized statement of the Losses and Expenses paid or incurred by Surety, signed by an officer of Surety, shall be *prima facie* evidence of the fact and amount of the liability hereunder of the Undersigned to Surety.

**f.** In the event that any of the Undersigned are also beneficiaries, distributees, or creditors of any Estate, or are obligees or intended beneficiaries of any Bond, the Undersigned agree that their rights of Undersigned against any Bond, and with respect to any Estate are subordinate and inferior to the Undersigned's obligations to Surety hereunder. Surety shall have the right of offset of any claims by the Undersigned against any Bond.

**g.** The Undersigned waive any defense that this instrument was executed subsequent to the date of any such Bond, agreeing that such Bond was executed pursuant to the Undersigned's request, and in Surety's reliance on the Undersigned's promise to execute this Agreement.

**h.** No course of conduct or failure of Surety to timely exercise any rights under the Agreement shall constitute waiver of Surety's rights to future enforcement of the rights and obligations hereunder.

**i.** The liability of the Undersigned hereunder shall not be affected by: (a) the failure of the Principal to sign any Bond, (b) the failure of any other person or entity to execute this Agreement, (c) a finding that any of the other Undersigned are not bound for any reason, (d) any claim that other indemnity, collateral or security was to have been obtained, (e) the release, settlement or compromise of Surety's rights and claims against any of the Undersigned, (f) the return or the exchange of any collateral that may have been obtained, or (g) the fact that the Undersigned or any one or more of them are obligees on any Bonds, or beneficiaries of any Estate covered by a Bond.

**j.** Except where prohibited by law, Undersigned hereby waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process secured or requested by Surety under the laws of the United States or of any state or province or of any other government.

k. The place of performance of this Agreement, including the promise to pay Surety, shall be the in the county or Federal District in which the Bond obligations are to be performed or, at the option of Surety, Houston, Harris County, State of Texas. Surety shall be entitled to recover, and the Undersigned shall pay, in addition to all Loss and Expense, all of Surety's attorneys' fees, court costs, and experts' fees in action by the Surety to recover under this Agreement.

3. **SURETY MAY REQUEST DEPOSIT OF COLLATERAL SECURITY** – Payment of loss or deposit of cash, cash collateral, or other collateral security acceptable to the Surety shall, upon request of Surety, be made to the Surety by the Undersigned as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the larger of (a) the amount of any reserve set by the Surety, or (b) such amount as the Surety, in its sole judgment, shall deem sufficient to protect it from Loss. The Surety shall have the right to use the collateral, or any part thereof, in payment or settlement of any Loss or Expense. If for any reason the Surety shall deem it necessary to increase a reserve to cover any possible Loss or Expense, the Undersigned will deposit with the Surety, immediately upon demand, a sum of money equal to any increase thereof as collateral security to the Surety for such Loss or Expense. The Undersigned acknowledge that there is no adequate remedy at law for the breach of this provision and that payment of damages may not adequately compensate Surety for such breach. Accordingly, Surety may compel Undersigned to specifically perform these obligations pursuant to applicable law.
4. **ASSIGNMENT FOR THE BENEFIT OF SURETY** – As further security, the Undersigned hereby grant to the Surety a security interest in, and lien on, all of their furniture, fixtures, equipment, office equipment, books and records, documents, accounts, deposit accounts, investment property, security accounts and security entitlements, accounts receivable, chattel paper, instruments, letter of credit rights, contract rights and contract proceeds, machinery, plant, inventory, insurance policies, vehicles, tools, real property, general intangibles, materials, rights due or to become due in connection with any contract, undertaking, or Estate, whether or not bonded by Surety, and all substitutions, replacements, accessions, attachments and improvements to any of the foregoing, along with all insurance and other proceeds from any of the foregoing. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect the security interests and liens granted herein. The Surety may add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein. For the purpose of recording this Agreement, a photocopy of this Agreement acknowledged by a representative of Surety before a Notary Public as being a true copy hereof shall be regarded as an original. The grant of the security interest and lien position, and any efforts to perfect same, are in addition to, and not in abrogation of, substitution for, nor restriction of any and all rights which the Surety has or may have under this Agreement, at law, or in equity.
5. **POWER OF ATTORNEY** – The Undersigned hereby irrevocably nominate, constitute, appoint and designate the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Undersigned assigned, transferred, and set over to the Surety in this Agreement, and in the name of the Undersigned, or any one or more of them, to make, endorse, execute, sign, fill in blanks, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, trust deeds, bills of sale, documents, documents of conveyance, instruments, checks, drafts, deposit, ACH, and wire transfer directives and orders, change of address and account notices, liens and releases thereof, applications, certificates, releases, and papers deemed necessary or desirable by the Surety, and to collect the proceeds thereof, in order to give full effect not only to the intent and meaning of the obligations assumed, and the agreements made, by the Undersigned hereunder, and the assignments and conveyances made herein, but also the full protection intended to be herein given to the Surety under all other provisions of this Agreement and by law. The Undersigned hereby ratify and confirm all acts and actions taken and done by the Surety and its designees as such attorney-in-fact. The powers and authority granted herein shall not be affected by the disability or incapacity of the Undersigned or any one or more of them.
6. **TERMINATION OF INDEMNITY** – This Agreement is a continuing obligation of the Undersigned until Surety is exonerated and released from any liability under the Bonds. The Undersigned may terminate their liability for any future bonds by written notice to Surety and such termination by a particular Undersigned shall in no way affect the obligation of any other Undersigned who has not given such notice. In order to terminate liability as to future Bonds of Principal, an Undersigned must give written notice by means of certified mail to Surety at Surety's home office at 1330 Post Oak Blvd, Suite 1100, Houston, Texas 77056, Attn: Chief Underwriting Officer, and state in such notice the name of the Principal and the effective date (not less than thirty

days after receipt thereof by Surety) of termination of such Undersigned's liability for future Bonds. After the effective date of such termination by giving written notice, the Undersigned shall nonetheless be liable hereunder for Bonds executed or authorized prior to such effective date, and all renewals, substitutions, re-issuances, and extensions thereof.

## **7. GENERAL TERMS:**

- a.** The Undersigned agree to pay the initial, renewal, and additional premiums on all Bonds, at the Surety's filed rate at the time of issuance or renewal, as determined by Surety. The Undersigned agree that the initial premium is fully earned upon execution of a Bond. Annual renewal premiums shall be paid until the Surety is fully exonerated and released from further liability. Premiums are due and payable regardless of the ability or solvency of the Estate to pay or reimburse such premiums.
- b.** The Undersigned warrant and represent to Surety the accuracy and completeness of all applications, financial statements, and other information furnished by Undersigned to Surety in connection with Surety's underwriting of Principal, the Undersigned, or any Bonds.
- c.** Undersigned shall fully disclose to Surety, before the execution of any Bond, if the administration of any Estate will require the ongoing operation of a business. The Undersigned shall not agree to operate a business in connection with any Estate without full and complete disclosure to Surety.
- d.** Principal warrants and represents to Surety that it possesses any professional or occupational licenses necessary for Principal's undertakings in connection with Bonds, that it will maintain such licenses in good standing throughout its undertaking, and that Principal has the experience, competency, and working familiarity with applicable laws to perform all of such undertakings covered by any Bond.
- e.** Principal agrees to retain and pay legal counsel ("Principal's Counsel"), competent in the subject matter of the obligations undertaken in the Bond and the administration of any Estate, and to keep Principal's Counsel employed throughout the duration of Surety's obligations under any Bond or with respect to any Estate. Principal shall promptly notify Surety of any change or substitution of Principal's counsel or any efforts by Principal's Counsel to withdraw from the representation of Principal.
- f.** Undersigned warrants that each of them is specifically and beneficially interested in obtaining each Bond and that their agreement hereunder is in exchange for good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed.
- g.** Undersigned agrees to give to Surety prompt notice of any facts which might give rise to any Claims, potential Claims or other actions which might lead to Claims against Surety upon any Bond.
- h.** In the event that any of the Undersigned are beneficiaries of any obligation or Estate bonded by Surety, or obligees on any Bond, the Undersigned waive and release any and all claims, whether known or unknown, which the Undersigned, or any of them, have or may have against Surety now or in the future. The Undersigned further subordinate the Undersigned's rights against all Principals and Estates to the rights and interests of the Surety.
- i.** Surety may, as a condition to executing or renewing a Bond, impose a "joint control" or similar requirement on Estate assets for which Principal has any obligation. Surety may also impose such a condition after the execution of a Bond if Surety determines that same is necessary or desirable to prevent or avoid a potential Loss, Expense or Claim. In the event that Surety shall condition the execution, renewal, or continuation of any Bond on joint control or other controlled disbursement process, the Undersigned shall deliver, or cause Principal to deliver, all Estate assets to the person or entity administering such process, cooperate in the collection and disbursement of Estate assets, and pay all fees and expenses incurred in connection therewith.
- j.** Until Surety shall have been furnished with conclusive evidence of its discharge without Loss or Expense from all Bonds, and until Surety has been otherwise fully indemnified hereunder provided, Surety shall have right of free access to the books, records and accounts of the Undersigned and of any Estate for the purpose of examining and copying them. The Undersigned hereby authorizes third parties, including but not limited to depositories of funds of the Undersigned or an Estate, to furnish to Surety any information requested by Surety.

- k. If the execution of this Agreement or Bond by any of the Undersigned be found defective or invalid for any reason, such defect or invalidity shall not affect the validity of this Agreement with respect to any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.
- l. The Surety shall have the right to fill in any blanks and to correct any errors in the Bonds and this Agreement. Blank signature blocks or incomplete signature blocks below shall not invalidate this Agreement.
- m. The Undersigned shall timely file, or caused to be timely filed, all accounting and other reports required by any court or applicable law, and provide Surety, on request, with all such reports and accounting filed or required to be filed with the court in connection with any Bond or Estate.
- n. Principal irrevocably authorizes Principal's Counsel and any accounting or investment professionals retained by Principal to keep Surety fully apprised of all transactions and proceedings covered by the Bond and to communicate with Surety regarding any act, event, condition, or circumstance which may impact Surety's liability or exposure on a Bond.
- o. The Undersigned agree to hold in trust, for the benefit of Surety, all money, property, assets, of any Estate for the purpose of performing the duties owed under the Bond and to any Estate and discharging the Undersigned's obligation to Surety, and for no other purpose, until the Bond is completely exonerated.
- p. Upon request of Surety, Principal shall seek and obtain approval of a court having jurisdiction over the Estate or the subject matter of the obligations covered by the Bond of any disbursement, investment, conveyance or other transfer to which Surety may have question or concern.
- q. Principal and Principal's Counsel shall be responsible for the timely and proper preparation, execution, and filing of all Bond forms to be filed, and in securing the proper releases of same. Surety shall have no responsibility to the Undersigned for any loss, cost, expense or liability suffered by any of the Undersigned in connection with the improper drafting or execution of any Bond or the timing of delivery thereof, nor with respect to any loss, cost, expense or liability suffered by the Undersigned by failure to properly and timely obtain the Surety's release of liability on any Bond.
- r. The Undersigned agree that business with Surety may be conducted with Surety electronically, by fax, email, or internet communication and agree that any signature or affirmation of consent, electronically, by signature, facsimile signature or other means of agreeing to be bound shall be binding on the Undersigned to the same extent as if the Undersigned had signed any document, agreement, or affirmation by hand. A facsimile or electronic copy, bearing original, electronic, or facsimile signatures shall be as binding as the original. The Undersigned agree to keep Surety informed of their current email addresses.
- 8. DEFAULT** In the event the Principal or Undersigned, or any of them, shall (a) fail to pay any premium or underwriting charge or fee when due, or (b) fail to pay any amounts or perform any obligations due hereunder, (c) fail to exercise the requisite duty of care, or have been alleged to have failed to exercise the requisite duty of care, to an Estate, (d) breach or be declared to have breached any Bond or this Agreement, (e) have proceedings instituted against them, or any them, alleging that they are insolvent, or for the appointment of a receiver or trustee for the benefit of creditors, whether the Undersigned are insolvent or not, (f) have proceedings instituted against them, or any of them, the effect of which may be to deprive any of them of the licenses, tools, staff, funds, or wherewithal to properly administer any Estate, (g) fail to cooperate with Surety in the investigation of Claims (h) be in breach or default of any funds disbursement, escrow or joint control agreement executed or imposed in connection with any Bond, or (i) if any of the Undersigned is an individual, the Undersigned's dying, absconding, disappearing, incompetency, being accused or convicted of a crime involving moral turpitude, and if the Undersigned is any other entity, any change or threat of change in the character, identify, control, management, beneficial ownership or existence of Undersigned, (j) steal, convert, self-deal, or otherwise abscond, or be alleged to have stolen, converted, self-dealt, or absconded with the assets of an Estate or any other estate, or (k) Surety shall become insecure or unsure of the Undersigned's willingness or ability to perform their obligations hereunder, and irrespective of whether Undersigned have been declared in default under any Bond, or any surcharge or similar proceeding has been commenced against the Undersigned, or any of them, the Surety shall have the right, but not the obligation, to: (w) remedy a default by Principal or supplement Principal's efforts in the administration of any Estate, all at the expense of the Undersigned, (x) petition any court or body having jurisdiction of an Estate or Bond to remove or limit the duties of Principal, freeze assets, or seek release of Surety on its Bond, (y) cancel or non-

renew any Bond to the extent allowed by Law (z) take such other or further action to which the Surety may be entitled under this Agreement, as a matter of law, or that the Surety may, in its sole discretion, deem advisable, prudent, or necessary.

- 9. **AGREEMENT FOR BENEFIT OF SURETY** – The obligations undertaken hereunder are for the benefit of Surety, its agents, representatives, successors, and assigns. Nothing contained herein shall create additional duties of Principal or Surety to an Estate or to third parties beyond those set forth in a Bond or by applicable law. No right of action shall accrue hereunder to or for the benefit of any person or entity other than the Undersigned, Surety, and their agents, representatives, successors, and assigns.
- 10. **AUTHORIZATION TO OBTAIN CREDIT REPORTS** – The Undersigned authorize Surety to request, as often as Surety deems necessary, such credit information, including business, personal, consumer, and investigative credit reports, Surety considers necessary and appropriate for purposes of evaluation whether or not surety credit should be extended, modified, renewed, or continued.
- 11. **SAVINGS CLAUSE** If the execution of this Agreement or Bond by any of the Undersigned, or any of the terms hereof, is found defective, unenforceable, invalid, or against public policy for any reason, such defect or invalidity shall not affect the validity of the remainder of this Agreement, nor with respect to the obligations of any of the other Undersigned. The invalidity of any provision of this Agreement by reason of the law of any state or by any other reason shall not affect the validity of any other provision of this Agreement.

**THE UNDERSIGNED RECOGNIZE THAT THE ABOVE AND FOREGOING AGREEMENT INCLUDES VERY BROAD RIGHTS IN FAVOR OF SURETY. THE UNDERSIGNED HAVE BEEN ADVISED TO READ IT CAREFULLY AND SEEK ADVICE OF INDEPENDENT COUNSEL. THE SURETY’S ACCEPTANCE OF THIS AGREEMENT SHALL BE PRESUMED AND IS DEEMED EFFECTIVE BY ITS RECEIPT OF THIS AGREEMENT, ITS RELIANCE HEREON, OR BY ITS EXECUTION OF ANY BOND OR UNDERTAKING FOR PRINCIPAL, THE UNDERSIGNED, OR ANY OF THEM.**

**Individual**

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Street or P.O. Box    City    State/Zip  
Email: \_\_\_\_\_  
SSN: \_\_\_\_\_

**Company or Partnership**

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Street or P.O. Box    City    State/Zip  
Email: \_\_\_\_\_  
SSN/Taxpayer ID: \_\_\_\_\_

**Individual**

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Street or P.O. Box    City    State/Zip  
Email: \_\_\_\_\_  
SSN: \_\_\_\_\_

**Company or Sole Proprietorship**

Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Street or P.O. Box    City    State/Zip  
Email: \_\_\_\_\_  
SSN/Taxpayer ID: \_\_\_\_\_

**ALL-PURPOSE ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public

personally appeared

who 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 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 the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public

personally appeared

who 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 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 the instrument.

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\_\_\_\_\_  
Signature of Notary