

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, Texas Bonding Company and/or U. S. Specialty Insurance Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the bond that the bond can not be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U. S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s)

IMPORTANT SIGNATURE INSTRUCTIONS

If sole owner, applicant must sign as duly authorized representative. Spouse must sign personal indemnity below.
 If general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign personal indemnity below.
 If a corporation, the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign personal indemnity below.

****EACH SIGNATURE MUST BE NOTARIZED - see page 3****

Signed, sworn to and dated this _____ day of _____, _____

Principal: _____ X _____
 (Principal's Duly Authorized Representative's Signature and Title)

_____ X _____
 Company Name (Exactly As It Appears On Bond) (Principal's Duly Authorized Representative's Signature and Title)

Indemnitors:

X _____ X _____
 (Indemnitor's Signature) (Print Name) (Indemnitor's Signature) (Print Name)

X _____ X _____
 (Indemnitor's Signature) (Print Name) (Indemnitor's Signature) (Print Name)

AGENT INFORMATION

Name _____ Phone _____
 Address _____ Fax _____
 City & Zip _____ HCCS Producer No. _____

STATE OF _____)
) ss. On this _____ day of _____ in the year _____,
COUNTY OF _____) before me, _____ a
Notary Public, State of _____, duly commissioned and sworn,
personally appeared _____, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name 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 the instrument.
WITNESS my hand and official seal.

(Seal)

Notary Public, State of _____
My commission expires _____

STATE OF _____)
) ss. On this _____ day of _____ in the year _____,
COUNTY OF _____) before me, _____ a
Notary Public, State of _____, duly commissioned and sworn,
personally appeared _____, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that
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