

INDEMNITY AGREEMENT

Whereas, UNIVERSAL FIRE & CASUALTY INSURANCE COMPANY, hereinafter called the "SURETY", and _____, hereinafter called the "SURETY AGENT", at the request of the undersigned and upon security hereof, have or is about to become surety on an appearance bond for _____ in the sum of _____ (dollars) by its certain bond or undertaking, a copy of which is attached hereto and made part hereof:

NOW THEREFORE, in consideration of the execution by the Company of such bond(s) or undertaking, the undersigned do(es) agree and bind themselves, their legal representatives, successors, and assigns, as follows:

1. That the undersigned will have the aforesaid Defendant forthcoming before the above court named in said bond, attached, hereto, at the time herein fixed, and from day to day and term to term thereafter, as may be ordered by said court.
2. That the undersigned will at all times indemnify and save the said SURETY and SURETY AGENT harmless from and against every and all claims, demands, liability, cost, charge, counsel fee, expense, suit, order, judgment or adjudication, whatsoever which the said SURETY or SURETY AGENT shall or may for any cause, at any time, sustain or incur, by reason or in consequence of the said SURETY or SURETY AGENT having executed said bond or undertaking and will upon demand place the said SURETY or SURETY AGENT 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 it shall be required to pay same.
3. That the voucher or other evidence of such payment made by the said SURETY or SURETY AGENT, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the property thereof, and as to the extent of the liability thereof to said SURETY.
4. That the said SURETY or SURETY AGENT may withdraw from its Suretyship upon said bond or undertaking at any time that they see fit, as provided by law.
5. That said SURETY shall return this agreement at the time it shall be satisfied if the termination of its liability under said bond or obligation, but shall be retained as security for any liability that may at anytime thereafter occur.
6. The undersigned guarantees the payment of every premium on the bond(s) for the above-mentioned Defendant, promptly when due without first requiring SURETY or SURETY AGENT to proceed against the principal. Initials _____
7. If any sum referred to herein remain unpaid ten (10) days after the same becomes due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The SURETY or SURETY AGENT may then foreclose this agreement, notwithstanding any exemptions, which may be available by law and shall be entitled to recover forthwith any deficiency, which may occur.
8. Any default of any mortgage on any property pledged as collateral on this/these bond(s) shall permit the SURETY or SURETY AGENT to surrender the Defendant without the return of premium.
9. That the indemnitors liability to SURETY is not limited to the bond referred to herein, but shall apply to all other bonds or undertakings issued by SURETY at the request of the indemnitors.
10. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.

For good and valuable consideration, the undersigned principal hereby agrees to indemnify and hold harmless, the surety company or its agent for all losses not otherwise prohibited by law, or rules of the Department of Financial Services.

CONTINGENT PROMISSORY NOTE

For value received, the undersigned promises to pay to the order of _____ as agent of UNIVERSAL FIRE & CASUALTY INSURANCE COMPANY, (hereinafter "SURETY"), on demand the principle sum of _____ dollars, if and only if the following stated contingency occurs:

Upon the forfeiture, estreature, or breach of the following surety bond(s) UFC FL _____ posted on behalf of _____ (hereinafter "DEFENDANT") in the Circuit/County Court of _____ County, Florida, together with a any continuations and modifications, any extensions, substitutions, increments, or appeals thereof (hereinafter "BOND"); or upon payment of any expenses incurred by the SURETY to produce the DEFENDANT before the appropriate court(s) of competent jurisdiction in the above cause, with interest thereon at the rate of *Eighteen Percent*, per annum, from the occurrence of the above stated contingency, until fully paid. All makers or endorsers of this NOTE further agree to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, the foregoing agrees to pay reasonable attorney's fees and all other costs for making such collection.

Deferred interest payments to bear interest from maturity at *Eighteen percent* per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become **null and void** at such time as all the obligations under the BOND(S) posted on behalf of DEFENDANT have been fulfilled and the SURETY has been discharged of all liability and duly exonerated thereunder in writing and until such time as same occurs, the note shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Indemnity Agreement and Contingent Promissory Note this _____ day of _____, 20_____.

X _____
Signature

X _____
Signature

STATE OF FLORIDA, COUNTY OF _____

I hereby certify that this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared _____ known to me the person(s) described herein and who executed the foregoing instrument, who acknowledged before me that executed the same, that I relied upon the form(s) of identification of the above-named person(s) _____.

Witness my hand and official seal in the County and State last aforesaid this

_____ day of _____ A.D. 20_____

SEAL

Notary Public Signature