



Your Bonding Resource Center!

## Indemnity Agreement Application

### SUBMISSION INSTRUCTIONS:

- 1) Please fill out the form completely.
- 2) Please read our Privacy Policy at:  
<http://www.southwestbonding.com/privacy.html>
- 3) Use one of the following options to send your application to Southwest Bonding:
  - a) Email your application to Jacki Layfield at: [info@southwestbonding.com](mailto:info@southwestbonding.com)
  - b) Fax your application to Jacki Layfield at: (817) 796-2637
- 4) We will respond to your request Monday–Friday within 24 hours of receiving your application.

*If you have any other questions, please feel free to contact us at our Texas location:*

#### **Texas**

300 Burnett Street #127  
Fort Worth, TX 76102  
Phone: (817) 509-1511  
Fax: (817) 796-2637  
[info@southwestbonding.com](mailto:info@southwestbonding.com)

#### **San Diego**

401 West A Street #2230  
San Diego, CA 92101  
Phone: (619) 231-9522  
Fax: (619) 231-9545  
[sandiego@bondservices.com](mailto:sandiego@bondservices.com)

#### **Orange County**

2700 N. Main St. #1105  
Santa Ana, CA 92705  
Phone: (888) 558-3007  
Fax: (714) 558-8297  
[orangecounty@bondservices.com](mailto:orangecounty@bondservices.com)

#### **Los Angeles**

523 West 6<sup>th</sup> St. #242  
Los Angeles, CA 90014  
Phone: (213) 628-2970  
Fax: (213) 628-2977  
[losangeles@bondservices.com](mailto:losangeles@bondservices.com)

#### **Inland Empire**

290 W. Orange Show Rd. #109  
San Bernardino, CA 92408  
Phone: (909) 890-1409  
Fax: (909) 890-4282  
[sanbernardino@bondservices.com](mailto:sanbernardino@bondservices.com)

#### **San Jose**

55 South Market St. #1060  
San Jose, CA 95113  
Phone: (408) 998-5056  
Fax: (408) 279-3160  
[sanjose@bondservices.com](mailto:sanjose@bondservices.com)

#### **Bay Area / Concord**

724 Ferry St.  
Martinez, CA 94553  
Phone: (925) 370-2330  
Fax: (925) 370-2339  
[norcal@bondservices.com](mailto:norcal@bondservices.com)

#### **Sacramento**

7221 South Land Park Dr.  
Sacramento, CA 95831  
Phone: (916) 424-0435  
Fax: (916) 424-0437  
[sacramento@bondservices.com](mailto:sacramento@bondservices.com)

#### **Arizona**

20325 N. 51st Ave. #134  
Glendale, AZ 85308  
Phone: (623) 362-0601  
Fax: (623) 362-2218  
[az@bondservices.com](mailto:az@bondservices.com)

## INDEMNITY AGREEMENT

The undersigned (hereinafter called "Indemnitor") represents that all statements made in this Application are true and made without reservation to induce the surety herein applied for (hereinafter called "Surety") and any other company that is part of or added to Surety, severally not jointly, and/or for which surety business is underwritten by Surety to execute the requested Bond and any continuation or successor Bond (hereinafter called "Bond") upon its indemnity, and hereby agrees with Surety, its successors and assigns, as follows: (1) To pay premiums when due; (2) to deliver to Surety satisfactory evidence of the release of all liability under Bond; (3) To exonerate and indemnify Surety from and against all claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgements, or adjudications whatsoever which Surety may incur in connection with Bond, any investigation on account of Bond, the defense or prosecution of any proceeding brought in connection with Bond or with any judicial proceeding referred to in this Application, enforcement of the agreements contained herein, and/or procurement of release from or cancellation of Bond; (4) That Surety shall have the right, at its sole discretion, to pay, adjust, settle, or compromise any claim, suit or judgement upon Bond or in connection with any judicial proceeding referred to in this Application, and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the fact and extent of Indemnitor's liability; (5) To place Surety in funds immediately upon demand, the amount Surety deems necessary to protect itself from any liability, loss or expense, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any liability, loss or expense for which Indemnitor is obligated hereunder, or in reimbursement to Surety for payment of same; (6) That Indemnitor hereby authorizes Surety to investigate statements made in this Application and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer, or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's underwriting of Bond and Indemnitor's compliance with Bond and with obligations hereunder and Indemnitor hereby releases any of the aforementioned from liability in consequence of furnishing or disclosing such information; (7) That separate suits may be brought to recover hereunder causes of action shall accrue and the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising; (8) That it is expressly agreed by Indemnitor that any and all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded Surety under this Agreement; (9) That if Surety executes Bond with cosurety or reinsures all or any part of Bond, all the terms of this Agreement shall apply and operate for the benefit of such cosurety and reinsurer, as their interests may appear; (10) That these covenants shall be jointly and severally binding upon Indemnitor, its respective heirs, executors, administrators, successors and assigns; (11) That Surety shall have the right to decline to issue or to cancel Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (12) That if Bond covers the replacement of lost securities, if said securities come under Indemnitor's control or possession, Indemnitor will, at its own cost, promptly deliver said securities to Surety; (13) That if Bond relates to assets of any estate, Indemnitor will provide full and free access to all records concerning the estate, and upon Surety's request, provide a written report of the condition of the estate.

I/we further understand the bond applied for is a credit relationship, and hereby authorize Southwest Bonding Company or its authorized agents to gather such credit information it considers appropriate for purposes of evaluating whether such credit should be granted or continued.

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Signed this day \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_