



# General Indemnity Agreement SHORT FORM

THIS AGREEMENT is made by the undersigned for the continuing benefit of CONTRACTORS BONDING AND INSURANCE COMPANY as hereinafter mentioned in connection with any Bonds executed on behalf of any one or more of the following persons, firms, or corporations (including any other person or entity defined as Principal herein): \_\_\_\_\_

### DEFINITIONS

The following definitions apply in this agreement:

**Bond:** Any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.

**Principal:** The person(s) and entity(ies) set forth above, or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any signator to this agreement.

**Surety:** CONTRACTORS BONDING AND INSURANCE COMPANY, its reinsurers, and any other person or entity which it may procure to act as surety or co-surety on any Bond or any other person or entity who executes any Bond at its request.

(Principal's Name)

### INDEMNITY

The undersigned:

- A. Agree to indemnify, keep indemnified, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature or kind, including fees of attorneys (including both outside and in-house attorneys' fees) and all other expenses, including but not limited to costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of such Bonds, or attempting to recover losses or expenses from the undersigned or third parties, whether Surety shall have paid out any such sums or any part thereof or not; and
- B. Agree to pay Surety all premiums on Bonds issued by Surety on behalf of the Principal, in accordance with Surety's rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety's liability as a matter of law under said Bond is furnished to Surety; and
- C. Agree that in furtherance of such indemnity:
  - 1) In any claim or suit hereunder and in any and all matters arising between the undersigned and Surety, an itemized statement of the aforesaid loss and expense, sworn to by a representative of Surety, or the vouchers or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of the liability hereunder of the undersigned.
  - 2) Surety shall have the right to reimbursement of its expenses, premiums, interest, and attorneys' fees hereunder, irrespective of whether any Bond loss payment has been made by Surety.
  - 3) In any suit between any of the undersigned and Surety under this agreement or otherwise, Surety shall be entitled to recover its further expenses and attorneys' fees incurred in such suit or in collecting any judgment obtained against any of the undersigned. Surety shall also be entitled to recover interest on all loss and expenses incurred by it at the highest rate allowed by law from the date Surety incurred the loss or expense until Surety has been paid in full.

### GENERAL PROVISIONS

- A. If a claim or demand for performance of any obligation under any Bond is made against Surety, the undersigned shall immediately upon demand by Surety deposit with Surety, as collateral security for such claim or demand for performance and any associated expense and attorneys' fees, at surety's option, either the amount deemed necessary by Surety to fully collateralize Surety or an amount equal to the reserves posted by Surety. Specific performance of this paragraph shall be a remedy available to Surety.
- B. The obligations of the undersigned hereunder are joint and several. Repeated actions on this instrument, as breaches thereof may occur, may be maintained by Surety without any former action operating as a bar to any subsequent action brought on this instrument for breaches hereunder. Release of any one or more of the undersigned shall not release the others. No action or inaction of Surety with respect to anyone other than the undersigned shall relieve the undersigned of any duties hereunder. The undersigned shall not be released from liability hereunder because of the status, condition, or situation of any other signator to this agreement or any person or entity defined as Principal herein.
- C. If the execution hereof by any of the undersigned may be defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other of the undersigned. Invalidity of any provisions hereof by reason of the law of any state or for any other reason shall not render the other provisions hereof invalid.
- D. Undersigned waive any defense that this instrument was executed subsequent to the date of any Bond, admitting and covenanting that such Bond was executed pursuant to the undersigned's request and in reliance on the undersigned's promise to execute this instrument.
- E. Undersigned agree that they have a duty to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waive any claim they may have, if any, against Surety arising out of any such error or omission.
- F. Surety shall have the right in its sole discretion to decide whether any claims shall be paid, compromised, defended, prosecuted or appealed, regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent fraudulent intent on the part of Surety, the undersigned agree to be conclusively bound by Surety's determination.
- G. Surety shall have the right to fill in any blanks left herein and to correct any errors in filling in any blanks herein and to fill in or correct errors in any other documents required of the undersigned in connection with execution of any Bond.
- H. Surety may decline to execute any Bond for any reason and shall not be liable to the undersigned, or any other person or entity (other than an obligee on a bid or proposal bond) where Surety declines executing any bond, including a final bond for an awarded contract upon award of that contract, and the undersigned shall nevertheless be obligated to indemnify Surety with respect to the bid or proposal bond.
- I. The undersigned may terminate liability to Surety hereunder ONLY by sending written notice of intent to terminate to Surety at its home office, 1213 Valley St., P.O. Box 9271, Seattle, WA 98109-0271. Termination will be in effective thirty days after actual receipt of such notice by Surety, but only for Bonds signed or committed to by Surety after the effective date. The undersigned may not terminate liability as to Bonds signed or committed to by Surety prior to the termination date.
- J. I agree a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original agreement.
- K. I authorize Surety or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to Surety pertaining to credit.

Company Name (Print)		Date
Principal's Signature X*	Name and Title (Print)	
*By Authorized Owner and/or Officer and/or Partner and/or LLC Member and/or Joint Venturer and/or Manager.		
Indemnitor's Signature X**	Indemnitor's Signature X**	
Indemnitor's Name (Print)	Indemnitor's Name (Print)	
Spouse Indemnitor's Signature X**	Spouse Indemnitor's Signature X**	
Spouse Indemnitor's Name (Print)	Spouse Indemnitor's Name (Print)	

\*\*Signing in his or her individual capacity and on behalf of his or her marital community, if any.