

**INDEMNITY AGREEMENT FOR SURETY BAIL BOND
SUN SURETY INSURANCE COMPANY**

THIS AGREEMENT made between the undersigned, Print Name: _____ (hereinafter called Indemnitor(s) and SUN SURETY INSURANCE COMPANY (hereinafter called the Company).
WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the instance of the Indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made part of this agreement.

NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the Indemnitor(s) covenants(s) and agree(s) with the Company as follows:

1. The Indemnitor(s) will pay to the Company, or its duly authorized agent, the premiums(s) specified in said application at the times and in the amounts stated.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudication's against the Company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the instance of the Indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expenses, suit, order, decree, payment and/or adjudication against the Company by reasons of the execution of such bonds or undertakings executed in behalf of and/or at the instance of the Indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any-legal proceedings, including proceedings in which the Company may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The Indemnitor(s) will immediately notify the Company at its principal office in the City of Rapid City, S.D. at 21 Main St., Rapid City, S.D. of the making of any demand or the giving of any notice, or the commencement of any proceeding of the fixing of any liability which the Company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers or other evidence of payment by the Company, in discharge or any liability under or incurred in connection with any such bond or undertaking or incurred in connection with any collateral held by the Company, shall be conclusive evidence against the Indemnitor(s) of the fact and amount of the liability of the Indemnitor(s) to the Company.
5. In the event the Company executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution, of any such bond or undertaking, the Indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or co-sureties and/or reinsurers as their respective interest may appear.
6. The Company shall have the right at any time, within applicable law, with notice to the Indemnitor(s), to transfer and assign this agreement and/or collateral pledged hereunder, upon written consent by the individual(s) who executed the agreement and/or collateral, to any Reinsurer, Co-Surety or Surety or Insurance Company which may take over and assume the obligation of the Company under any such bond or undertaking and thereupon the transfers shall become vested with all the power and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral and under this agreement.
7. The Indemnitor(s) agree(s) that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the Indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its right or liability under any such bond or undertaking, notice of all such being hereby expressly waived; and that the Company may secure and further indemnify itself against loss, damages and/or expenses in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the Indemnitor(s), within applicable law.
8. The Indemnitor(s) hereby authorize(s) any attorney of any court of record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the Indemnitor(s) or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the Indemnitor(s), (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums herein before in paragraphs 1, 2, and 7 referred to; and to release all error and waive all rights to a stay of execution or appeal; and to do and perform all acts and execute all papers in the name of the Indemnitor(s) in order to carry into effect the authority hereinabove given in as full and ample a manner as the Indemnitor(s) might do if personally present, hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the Indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisalment or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the Indemnitor(s) (or Indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The Indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
12. The Company shall not be first obligated to proceed against the Principal(s) on any such bond or undertaking before having recourse against the Indemnitor(s) or any of them, the Indemnitor(s) hereby expressly waiving the benefit of any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or processing and/or enforcing its remedies against any Indemnitor(s).
13. The acceptance of this Agreement and of the Indemnitor(s) agreement to pay premiums on the execution and on continuance of said bond(s) or undertaking(s), and/or acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have; all such rights being construed to be cumulative and for the sole benefit of the Company, its successors and/or assigns.
14. If any provision or provisions of this instrument be void or unenforceable under the law of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
15. In making application for the hereinabove described Bail Bond we warrant all of the statements made on the reverse of this instrument to be true and we agree to advise the Surety or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.
16. Defendant waives any and all rights he/she may have under Title 28 Privacy Act-Freedom of Information Act, Title 6 Fair Credit Reporting Act, and any such local or state law and further consents and authorizes Surety and/or its Producers to obtain any and all private information and or records concerning Defendant from any party or agency, private or governmental (local, state, federal), including but not limited to, credit reports, Social Security records, criminal records, civil records, driving records, telephone records, medical records, school records, workers compensation records, and employment records. Defendant authorizes, without reservation, any party or agency, private or governmental (local, state, federal), contacted by Surety and/or its Producers, to furnish any and all private and public information and records in their possession concerning Defendant to Surety and/or its Producers, and directs that a copy of this document shall serve as evidence of said authorization.

IN TESTIMONY WHEREOF we have hereunto set our hands and affixed our seals this _____ day of _____, 20_____.

Defendant (Signature) _____	Defendant Address: _____
Defendant (Print) _____	Defendant Home Phone: _____ Cellular Phone: _____
X Indemnitor (Signature) _____	Indemnitor Address: _____
Indemnitor (Print) _____	Indemnitor Home Phone: _____ Cellular Phone: _____
Indemnitor (Signature) _____	Indemnitor Address: _____
Indemnitor (Print) _____	Indemnitor Home Phone: _____ Cellular Phone: _____

PROMISSORY NOTE

This Note is being executed by the undersigned to secure Sun Surety Insurance Company, as Surety and its duly authorized agents, upon forfeiture or estreature of the surety bond(s) posted on behalf of the defendant named below.

On demand after date, for value received, I / We promise to pay to the order of Sun Surety Insurance Company the sum of (\$ _____), at 21 Main St. Rapid City, S.D. 57701 with the interest thereon at the rate of _____%, per annum from Call Date until fully paid. Interest payable semi-annually. The maker and endorser 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, to pay reasonable attorney's fees for making such collection. After maturity, this Note shall bear interest at _____%, per annum, payable semi-annually.

It is further agreed and specifically understood that this Note shall become Null and Void in the event the said defendant _____ shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the Surety is discharged of all liability thereunder, and all premium obligations have been satisfied, otherwise to remain in full force and effect.

Defendant (Signature) _____	Dated _____	20 _____
X Indemnitor (Signature) _____	Dated _____	20 _____
Indemnitor (Signature) _____	Dated _____	20 _____