



# Theodore Liftman Insurance, Inc.

FINANCIAL INSURANCE

Liftman Insurance Agency Co. (NC, TX) Liftman Insurance Agency (NY, CA) Theodore Liftman (IA)

## State Surety • Blue Sky Bond Indemnity Agreement

### General Information

Applicant: \_\_\_\_\_ Tel: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

\*Please provide a list of the State and bond amount(s) for which you are requesting bonds. \_\_\_\_\_

One or more of the undersigned, herein called Indemnitors, has requested or may request Hartford Fire Insurance Company or any of its insurance company affiliates, herein individually and collectively called Surety, to furnish, procure or continue contracts of suretyship, guaranty or indemnity, or other obligatory instruments, herein called Bonds, on behalf of anyone or more of the Indemnitors.

By the execution of this Agreement, the Indemnitors expressly warrant their material or beneficial interest in such Bonds, and certify that all declarations made and answers given in any application for any such Bonds are truthful, without reservation, and in consideration of the furnishing, procuring or continuing of such Bonds, and other good and valuable consideration, the Indemnitors hereby jointly and severally agree to the following:

#### I

The Surety may decline to execute any Bond without incurring any liability to any Indemnitor. Such declination by the Surety shall not affect the liability of any Indemnitor to the Surety relating to other Bonds or to this Agreement.

#### II

This Agreement applies to all Bonds executed by the Surety (1) on which any Indemnitor either acts solely or as a member of a partnership or a joint venture, or (2) in connection with which any Indemnitor acts as a silent partner or a silent joint venturer.

If the Surety procures the execution of Bonds by other Sureties, or executes bonds with cosureties, the provisions of this Agreement shall inure to the benefit of such other sureties or cosureties as their interests may appear.

#### III

The Indemnitors will indemnify and hold the Surety harmless from all loss, liability, damages and expenses including, but not limited to, court costs, interest and attorney's fees, which the Surety incurs or sustains (1) because of having furnished any Bond, or any renewal, continuation or increase of same, or substitute therefor, or (2) because of the failure of an Indemnitor to discharge any obligations under this Agreement, or (3) in enforcing any of the provisions of this Agreement.

#### IV

The Indemnitors will pay the premiums and renewal premiums for each Bond furnished hereunder, until Surety has received written legal evidence, satisfactory to Surety, of its discharge from each such Bond and all liability related thereto.

#### V

The Indemnitors agree that if any or all of them are required to provide a Letter of Credit, or any other form of collateral or security, in regard to the furnishing of a bond or Bonds by Surety, then such Letter of Credit or other collateral or security shall name as beneficiary, or shall be pledged to or placed in the possession of, any entity or party that Surety shall designate, at Surety's written direction and sole discretion.

#### VI

On demand by the Surety, the Indemnitors will pay the Surety the amount deemed necessary by the Surety to protect itself from all losses or expenses as soon as the Surety determines that liability exists, whether or not the Surety has made any payment or created any reserve.

#### VII

The Indemnitors shall be liable to the Surety for all payments, plus interest thereon at the maximum rate permitted by law, from the date such payments are made by the Surety in the belief that either (1) the Surety was or might be liable therefor, or that (2) they were necessary or advisable to protect the Surety's rights or to avoid or lessen the Surety's liability.

Vouchers or other evidence or such payments, including records of any nature maintained by the Surety in the ordinary course of business, shall be prima facie evidence of the existence and extent of the liability of the Indemnitors to the Surety.

#### VIII

The Surety shall have access to all the books, records and other documents of the Indemnitors during regular business hours or at any other reasonable time until the liability of the Surety under each bond is terminated. Financial Institutions, bond obligees and all other persons and organizations, including suppliers of legal and accounting services, are authorized to furnish the Surety any information requested.

#### IX

With respect to any Bond issued on behalf of an Indemnitor, all Indemnitors assign, transfer and convey to the Surety all rights of the Indemnitors in, arising from, or related to such Bonds. This assignment shall take effect with respect to each bond as of its execution date, but only in the event of any of the following:

- (a) An Indemnitor's abandonment, forfeiture or breach of, or failure, refusal or inability to perform, a contract guaranteed by any bond;
- (b) An Indemnitor's failure, refusal or inability to pay any bills or satisfy any debts incurred in connection with the performance of a contract guaranteed by any Bond;
- (c) An Indemnitor's failure, refusal or inability to satisfy any condition of any Bond or to comply with any term or provision of this agreement;
- (d) An Indemnitor's failure to pay when due, any debt owed to the Surety;
- (e) An Indemnitor's assignment for the benefit of creditors, or the appointment of, or the application for the appointment of, a receiver or trustee for any Indemnitor whether insolvent or not;
- (f) The death, absconding, disappearance, incompetence, imprisonment or felony conviction of any Indemnitor.

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Advisors Errors and Omissions - ERISA and Fidelity Bonds - Directors & Officers Liability - State Surety Bonds

In the event this assignment becomes operative, the Indemnitors authorize the Surety, at its sole discretion and to the extent it deems appropriate, but without any obligation on its part, to assert and pursue all of the assigned, transferred or conveyed rights, actions, causes of action, claims and demands.

**X**

The Surety, without notice to the Indemnitors and despite any increase in their liability, may agree to either (1) changes in Bonds (2) the addition of Indemnitors by addendum to this agreement.

**XI**

The Indemnitors expressly waive any notice of the following to which they may be entitled notwithstanding any defenses they otherwise may have been able to assert:

- (a) The execution of any Bonds or the refusal to execute any Bond;
- (b) Any acts which might result either in claims, or in liabilities of the Surety under any Bonds;
- (c) Any act, fact or information concerning or affecting the rights or liabilities of the Surety or any Indemnitor.

**XII**

The Surety may sell property assigned to or deposited with it without incurring any liability. The sale may be public or private and without notice of the time or place thereof. When all liability of the Surety under all Bonds is terminated, any balance remaining after the Surety has reimbursed itself for all liability, losses and expenses shall be returned to the Indemnitors.

**XIII**

The Indemnitors irrevocably constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all rights of the Indemnitors assigned to the Surety, and, in the name of the Indemnitors, to execute and deliver any other assignments or documents deemed necessary by the Surety to effectuate and exercise the rights given it under this Agreement including, but not limited to, the right to endorse the name of any Indemnitor upon any securities, checks, drafts or evidences of debt. The Indemnitors hereby ratify and confirm all acts and actions taken by the Surety as such attorney-in-fact.

**XIV**

The Surety may bring separate suits on this Agreement as causes of actions accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action.

**XV**

Any Indemnitor shall immediately notify the Surety in writing of any demand, notice, suit, action, or proceeding relating to any Bond.

The Surety may adjust, settle or compromise any claim, demand, suit or judgment upon any Bonds. If requested by an Indemnitor, the Surety shall litigate such claim or demand, or defend such suit, or appeal from such judgment, provided that the Indemnitor deposits with Surety, at the time of such request, collateral satisfactory to the Surety to be used to pay any judgment rendered plus interest, costs, expenses and fees, including those of the Surety.

**XVI**

This is a continuous Agreement which remains in full force and effect as to every Bond issued by the Surety. However, participation in this Agreement by any Indemnitor may be terminated as to future Bonds by written notice to the Surety which shall become effective on the date of written acceptance thereof by the Surety. Such termination shall not relieve any Indemnitor from liability assumed prior to such termination, nor shall it affect the liability of any other Indemnitor.

**XVII**

The Surety's rights under this agreement are cumulative with, and in addition to, all other rights of the Surety, however derived. The Surety is not required to enforce or exhaust its rights or remedies against any one Indemnitor before asserting its rights against any other indemnitor.

**XVIII**

If for any reason this Agreement is invalid as to any Indemnitor, or if any Indemnitor's liability under this Agreement is terminated, the remaining Indemnitors shall nevertheless be liable for the full amount of liability, losses and expenses which the Surety may sustain or incur.

**XIX**

This Agreement constitutes a Security Agreement to the Surety and also a Financing Statement enforceable under the Uniform Commercial Code now or hereafter in force in any jurisdiction.

**XX**

For the purposes of recording this Agreement, an authenticated true copy hereof shall be regarded as an original.

**XXI**

The Indemnitors have read and understand this Agreement. No separate agreements or understandings change the terms of this Agreement, and no terms may be waived or changed without the Surety's written approval.

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NOTE: Corporate signatures and attestations must be by corporate officers empowered to sign and attest. Attestations must be by corporate officers other than those signing. Witnesses' signatures must be by persons not a party to, or relative of a party to, this Agreement.

**INDEMNITORS**

Applicant is:  Individual  Partnership  Corporation  Sub-S Corp  LLC

If APPLICANT is an INDIVIDUAL, sign here:

\_\_\_\_\_  
(seal)

Witness: \_\_\_\_\_

\_\_\_\_\_  
(seal)

Witness: \_\_\_\_\_

\_\_\_\_\_  
(seal)

Witness: \_\_\_\_\_

If APPLICANT is a Corporation, sign here:

\_\_\_\_\_  
(seal)

Name of Corporation

By \_\_\_\_\_

President

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_