

428 S. CONGRESS AVENUE, WEST PALM BEACH, FL 33406 800-255-2245 [ALL-BAIL] | OSI@OSHAUGHNAHILL.COM

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Agent name, Address, Phone & License #

## INDEMNITY AGREEMENT

Name \_\_ Relationship \_\_\_\_ \_\_\_\_ City / St / Zip\_\_ Address \_ <u>) - Driver's Lic. SSN - - DOB</u> Cell Phone ( Phone ( ) - Address Employer Vehicle(s) Make \_\_\_\_\_ \_\_\_\_\_ Amount Owed \_\_\_\_\_ Home owner □ YES □ NO Mortgage Co. \_\_\_\_\_ Driver's Lis. \_\_\_\_\_\_ SSN \_\_\_\_\_ Spouse Name \_\_\_ \_\_\_\_\_ Address \_\_\_ Spouse Employer \_\_\_ Phone / Cell ( ) -Work Phone ( ) -References \_\_\_\_\_ Relation \_\_\_\_\_ Phone(s) ( 1) Name Address Relation Phone(s) ( 2) Name

WHEREAS, O'SHAUGHNAHILL SURETY & INSURANCE, INC., a FLORIDA CORPORATION (hereinafter called the Company), at the request of the undersigned, and upon the security hereof, has or is about to become SURETY on an appearance bond for:

(Defendant/Principal)

\_\_\_\_in the sum of \$\_\_\_\_\_\_Dollars by its certain bond

or undertaking, which bond or undertaking and the application made to the Company and/or its Agent in connection therewith are attached hereto and made a part hereof:

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned, jointly and severally if more than one, do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

- 2. That the undersigned will at all times indemnify and save the Company harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication whatsoever which the Company shall or may for any cause at any time sustain or incur, by reason or in consequence of the Company having executed said bond or undertaking, and will, upon demand, place with the Company or its Agent the requisite funds to meet every claim, demand, liability, cost, charge, counsel fee including bankruptcy attorney, expense, suit, order, judgment or adjudication against it, by reason of such Suretyship, and before it shall be required to pay the same,
- 3. The condition of this Indemnity Agreement provides that as long as there is any liability or loss of any nature whatsoever to the Company upon the bond referred to herein, the undersigned will not make any transfer, or any attempted transfer of any of the property, real or personal given as security, or any property which the undersigned owns or may subsequently acquire or any interest therein, and it is further agreed that the Company shall have a lien upon all property of the undersigned for any sums due it for which it has become, or may become, liable by reason of its having executed the bond referred to herein. A Blanket Power of Attorney is given to the Company or its Agent and each are authorized to sign whatever legal forms or documents on my / our behalf that are required to fulfill the securing of a lien(s) on any and all my property(s) including but not limited to real property, vacant land, vehicles, boats, planes, stock certificates, accounts, bank accounts or other assets of value.
- 4. The forfeiture notice, voucher or any other evidence of any payment made by the Company or it 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 the Company.
- 5. That the Company or its Agent, may withdraw from its Suretyship upon said bond or undertaking at any time that it may see fit, as provided by law.
- 6. That the agreement shall not be returned by the Company or its Agent, at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained as security for any liability under said bond or obligation, but shall be retained as security for any liability that may at anytime thereafter occur.
  - 7. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
- 8. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced or with the same effect as through such provision or provisions were omitted.
- 9. Indemnitor(s) hereby authorize any person, agency, partnership, or corporation having any information concerning my character and financial reputation to release such information to O'Shaughnahill Surety & Insurance, Inc. its assigns and/or duly authorized representatives. I hereby release such person, agency, partnership, or corporation from liability which may be incurred in releasing this information to the Company, its assigns and/or duly authorized representatives.
- 10. In connection with the said bond or undertaking, including but not limited to, verifying information provided and/or obtaining information for the reimbursement pursuant to the indemnity obligation herein contained, the undersigned, jointly and severally, do hereby waive any and all rights they may have under Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or state or federal laws, and the undersigned further consent to and authorize the Company, and/or its Agent, to obtain any and all private or public information and/or records concerning the undersigned 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, worker compensation records, and employment records. Each authorizes, without reservation, any part or agency, private or governmental (local, State, federal), contacted by the Company, and/or its Agent, to furnish any and all private and public information and records in their possession concerning the undersigned to the Company, and/or its Agent, and directs that a copy of this document shall serve as evidence of said authorization.

IN WITNESS WHEREOF, the parties have executed this Agreement this	day of	, 20
INDEMNITOR:		
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