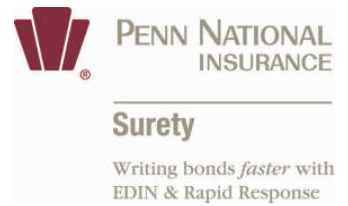


RAPID RESPONSE PROGRAM GENERAL INDEMNITY AGREEMENT

Contract Surety Bonds under **\$450,000**

Single and/or Aggregate Program



MANUAL COMPLETION INSTRUCTIONS

DATE

- 1. Complete the date of the General Indemnity Agreement. Page 4, half way down on the Right. **THIS DATE MUST BE THE SAME AS THE NOTARY DATE.**

COMPANY INFORMATION

- 2. Company Name is the Legal Company Name of the Entity that needs the bond
- 3. Only an authorized officer/owner of the company can sign the General Indemnity Agreement. Type the Officer Name
- 4. The title of the Officer signing on behalf of the company
 - a. Sole Proprietorship = Owner
 - b. LLC = Managing Member
 - c. S or C Corp = President
 - d. t/a or dba = Owner
- 5. Type in the Federal Tax Identification Number (If this is a sole proprietorship, T/A, or DBA, please insert the social security number of the owner.)
- 6. If required, and there is a second business indemnifying for the Principal, type the same information in the second 'Company' signature block.
- 7. If the Company has a Corporate Seal, the company should affix the corporate seal to the left or right of their signature. If the company does not have a Corporate Seal, they should write "No Seal" on the signature block.
- 8. Company Acknowledgements – this is a notary acknowledgement. All company signatures **MUST** be notarized.
 - a. State & County/City where the Notary is filed with the court.
 - b. The Notary Date **MUST** be the same as the date of the General Indemnity Agreement.
 - c. The Owner/Officer Title **MUST** match the Name/Title in the Company Signature Block.
 - d. Name of the Notary Public
 - e. Date that the Notary Commission Expires
 - f. Notary Seal must be affixed.

SAMPLE COMPANY INDEMNITY BLOCK

COMPANY INDEMNITY

7 (SEAL) 2

By: X 3 4

Name / Title _____ / _____

Fed ID #: 5

COMPANY ACKNOWLEDGEMENT

STATE OF _____ } SS:

COUNTY/CITY OF 8a _____ }

On 8b _____, comes before me, 3 _____

known to me to be the person who executed the foregoing instrument and

acknowledges to me that he/she is the 8c _____ of

_____, the company

described in and which executed the foregoing instrument; that he/she knows

the seal of the said company; that the seal affixed to the said instrument is such

company seal; that it was so affixed by the order of the Board of Directors of

said company and that he/she signed his/her name thereto by like order.

X

Notary Public 8d

My Commission Expires: 8e

(Notary Seal) 8f

INDIVIDUAL INFORMATION

1. Individual Indemnitors are ALL the owners, spouses, and/or joint signees.
 - a. Each name should be typed under the corresponding signature line
 - b. Social security number.
 - c. Home address.
2. You would repeat this process until all owners, spouses, and/or joint signees have been completed.
3. Individual Acknowledgements – this is a notary block. All Individual signatures **MUST** be notarized.
 - a. State & County/City where the Notary is filed with the court.
 - b. The Notary Date **MUST** be the same as the date of the General Indemnity Agreement.
 - c. The Individual Name **MUST** match the Name in the Individual Indemnity Signature Block.
 - d. Name of the Notary Public
 - e. Date that the Notary Commission Expires
 - f. Notary Seal must be affixed.

INDIVIDUAL INDEMNITY	
Signature By: <input checked="" type="checkbox"/>	_____ / Individually
Print Name: 1a	
Soc. Sec #: 1b	
Address: 1c	
INDIVIDUAL ACKNOWLEDGEMENT	
STATE OF 3a	_____ } SS:
COUNTY/CITY OF _____	
On 3b	, comes before me, 3c
known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.	
X	
Notary Public 3d	
My Commission Expires: 3e	
(Notary Seal) 3f	

IF THERE ARE MORE THAN SIX (6) OWNERS/SPOUSES, PLEASE ATTACH AN ADDITIONAL OWNERSHIP/INDEMNITOR PAGE (FORM 78-0244)

AUTOMATIC COMPLETION INSTRUCTIONS

DATE OF THE GENERAL INDEMNITY AGREEMENT

(Notary Acknowledgements will default to the same date)

USE THE **TAB** KEY TO MOVE FROM FIELD TO FIELD.

Contractor/Principal		
Legal Name		
Full Address		
FEIN #		
Authorized Signatory	Resides	(City, State)
Title of Signatory ♦		

Affiliate Company		
Legal Name		
Full Address		
FEIN #		
Authorized Signatory	Resides	(City, State)
Title of Signatory ♦		

♦	Company or Affiliate Business Formation	Individual by Title who is required to sign the GIA
	Corporation	= President
	Limited Liability Company	= Managing Member
	Sole Proprietorship	= Owner
	t/a or dba	= Owner

NOTE: If Owners are not married, use Spouse signature block(s) for Additional Owners/Indemnitors.

Owner 1		Spouse 1
Legal Name		
Home Address		
Social Security #	(no dashes)	(no dashes)
Owner 2		Spouse 2
Legal Name		
Home Address		
Social Security #	(no dashes)	(no dashes)
Owner 3		Spouse 3
Legal Name		
Home Address		
Social Security #	(no dashes)	(no dashes)

NOTE: ONLY COMPLETE THE IF THEY WILL BE NOTARIZING ALL SIGNATURES

Notary
Notary Name
Notary State
Notary County/City
Notary Commission Date

IF THERE ARE MORE THAN SIX (6) OWNERS/SPOUSES, PLEASE ATTACH AN ADDITIONAL OWNERSHIP/INDEMNITOR PAGE (FORM 78-0244)

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Principal(s) (signing as the "Company") and Indemnitor(s), all of which are individually and collectively referred to as "Undersigned," for the continuing benefit of Surety in connection with any Bond executed on behalf of any Indemnitor or any Principal.

DEFINITIONS. The following terms shall have the following definitions 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), for whom any Bond is issued or committed to by Surety, or any one or combination thereof, or their successors in interest, whether along or in joint venture with others named herein or not named herein, and any person or entity which may act as surety or co-surety on any bond, or any other person or entity who executes any Bond at its request.

Surety: Any and all of Pennsylvania National Mutual Casualty Insurance Company and Penn National Security Insurance Company (herein collectively referred below as "Penn National Insurance"), their respective reinsurers and any other person or entity which may act as surety or co-surety on any Bond, or any other person or entity who execute any Bond at its request.

INDEMNITY: The Undersigned:

- A. Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys' fees (including those of both outside and in-house attorneys) and costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out any such sums; and
- B. Agrees to pay Surety all premiums on Bonds issued by Surety on behalf of any 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 the Bond is furnished to Surety's satisfaction; and
- C. Agrees that in furtherance of such indemnity:
 - i) In any claim or suite arising out of or related to either or both any Bond and this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence or disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned's liability under this Agreement.
 - ii) Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond.
 - iii) In any suit between any Undersigned or Principal and Surety under this agreement or arising out of any Bond, Surety may recover its expenses and attorneys' fees incurred in such suit either or both defending or prosecuting such suit.

CONFESSION OF JUDGMENT: The Undersigned also agree that:

EFFECTIVE UPON OCCURRENCE OF ANY BREACH OR DEFAULT BY THE PRINCIPAL AND/OR ANY ONE OR MORE INDEMNITORS OF ANY OF THE PROVISIONS OF THIS AGREEMENT, AND WITHOUT LIMITING THE ENFORCEABILITY OF ANY OTHER PROVISION OF THIS AGREEMENT, THE PRINCIPAL AND INDEMNITORS HEREBY JOINTLY AND SEVERALLY IRREVOCABLY AUTHORIZE AND EMPOWER ANY ATTORNEY OF RECORD, OR PROTHONOTARY, OR CLERK OF ANY JURISDICTION WITHIN THE UNITED STATES OR ANY OF ITS TERRITORIES OR POSSESSIONS TO APPEAR FOR ANY ONE OR MORE OF THEM AT ANY TIME OR TIMES WITH RESPECT TO ANY MONIES DUE UNDER THIS AGREEMENT, AND TO CONFESS OR ENTER JUDGMENT BY WARRANT OF ATTORNEY AGAINST ANY OR ALL OF THEM FOR ALL SUCH SUMS PAYABLE UNDER THIS AGREEMENT AS EVIDENCED BY AN AFFIDAVIT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SURETY SETTING FORTH SUCH AMOUNT DUE, PLUS REASONABLE ATTORNEYS' FEES, COST OF SUIT, INTEREST, WITH RELEASE OF PROCEDURAL ERRORS AND WITHOUT RIGHT OF APPEAL. IF A COPY OF THIS AGREEMENT, VERIFIED BY AFFIDAVIT, SHALL BE FILED, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY. THE UNDERSIGNED JOINTLY AND SEVERALLY WAIVE THE RIGHT OF ANY STAY OF EXECUTION AND THE BENEFIT OF ANY AND ALL EXEMPTIONS TO WHICH THEY MAY NOW OR MAY HEREAFTER BE ENTITLED UNDER LAW. NO SINGLE EXERCISE OF THE FOREGOING WARRANT AND POWER TO BRING AN ACTION OR CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER BUT THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS SURETY SHALL ELECT, WHETHER BEFORE OR AFTER DEMAND IS MADE, UNTIL ALL SUMS PAYABLE TO SURETY UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL.

EACH OF THE INDEMNITORS REPRESENTS AND WARRANTS THAT HE OR SHE HAD READ THE FOREGOING CONFESSION OF JUDGMENT AND UNDERSTANDS THAT HE OR SHE IS GIVING UP THE RIGHT TO A HEARING BEFORE JUDGMENT IS CONFESSED, LEVY AND EXECUTION MADE, AND THAT EACH GIVES UP THE RIGHT TO SUCH HEARING FREELY AND VOLUNTARILY IN THIS BUSINESS TRANSACTION.

GENERAL PROVISIONS. The undersigned further agrees as follows:

- A. If a claim or demand for performance of any obligation under any Bond is made against Surety, Undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B. Undersigned's obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety's release of any one Undersigned shall not release any other Undersigned shall relieve the Undersigned of any obligation owned under this Agreement. Undersigned shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.

- C. If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D. Undersigned waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Undersigned understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- E. Undersigned has the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the Oblige, and hereby waives any claim 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 arising out of or related to any Bond 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 Surety's intentional wrongdoing, Undersigned agrees to be conclusively bound by Surety's determination.
- G. Surety may decline to execute any Bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.
- H. This Agreement may be terminated by the Indemnitors or by any one or more of them, if written notice, signed by the terminating Indemnitor(s), clearly expressing their intent to terminate this agreement, is sent by registered or certified mail to the Surety at its home office at Two North Second Street, P.O. Box 2361, Harrisburg, Pennsylvania, 17105-2361, with said termination to become effective (the "Termination Date") thirty (30) days from the date the written notice of termination is received by Surety, however, no notice of termination shall operate to modify, bar, discharge, relieve, limit, affect or impair the obligation of the Principal or the Indemnitors under this Agreement with respect to any Bond that is or was issued prior to the Termination Date or in connection with Bonds which are issued after such Termination Date when such Bonds are issued upon the award of a Contract to the Principal from or related to a bid or proposal bond or similar undertaking that was issued prior to the Termination Date. Further, such notice of termination shall operate only with respect to those Indemnitors upon whose behalf such notice of termination shall have been given, the obligation of any other Indemnitors to remain in full force and effect.

FOR OHIO RESIDENTS AND DOMICILIARES

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT CAN BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR, WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

FOR VIRGINIA RESIDENTS AND DOMICILIARIES

IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OR JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

Electronic Copy Provision

The undersigned agree that an electronic reproduction/photocopy/other image of the original document shall be just as binding on the parties to this agreement as the original document.

It is agreed that all Corporate indemnitors are agreeing to indemnify cross corporately for any other corporation that has executed this document, even though a corporate resolution has not been executed.

IN WITNESS WHEREOF, the parties have executed this Agreement set our hands with the intent to be legally bound this _____.

COMPANY INDEMNITY

 (SEAL)
 By: X
 Name / Title: _____ / _____
 Fed ID #: _____

COMPANY ACKNOWLEDGEMENT

STATE OF _____ }
 COUNTY/CITY OF _____ } SS:
 On _____, comes before me, _____
 known to me to be the person who executed the foregoing instrument and
 acknowledges to me that he/she is the _____ of
 _____, the company
 described in and which executed the foregoing instrument; that he/she knows
 the seal of the said company; that the seal affixed to the said instrument is such
 company seal; that it was so affixed by the order of the Board of Directors of
 said company and that he/she signed his/her name thereto by like order.

 X
 Notary Public
 My Commission Expires:
 (Notary Seal)

COMPANY INDEMNITY

 (SEAL)
 By: X
 Name / Title: _____ / _____
 Fed ID #: _____

COMPANY ACKNOWLEDGEMENT

STATE OF _____ }
 COUNTY/CITY OF _____ } SS:
 On _____, comes before me, _____
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 described in and which executed the foregoing instrument; that he/she knows
 the seal of the said company; that the seal affixed to the said instrument is such
 company seal; that it was so affixed by the order of the Board of Directors of
 said company and that he/she signed his/her name thereto by like order.

 X
 Notary Public
 My Commission Expires:
 (Notary Seal)

INDIVIDUAL INDEMNITY

Signature By: X
Print Name: _____ / Individually
Soc. Sec #:
Address:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY/CITY OF _____ } SS:

On _____, comes before me,
_____ known to me to be the
person who is described in and who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same

X
Notary Public
My Commission Expires:
(Notary Seal)

INDIVIDUAL INDEMNITY

Signature By: X
Print Name: _____ / Individually
Soc. Sec #:
Address:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY/CITY OF _____ } SS:

On _____, comes before me,
_____ known to me to be the
person who is described in and who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same.

X
Notary Public
My Commission Expires:
(Notary Seal)

INDIVIDUAL INDEMNITY

Signature By: X
Print Name: _____ / Individually
Soc. Sec #:
Address:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY/CITY OF _____ } SS:

On _____, comes before me,
_____ known to me to be the
person who is described in and who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same

X
Notary Public
My Commission Expires:
(Notary Seal)

INDIVIDUAL INDEMNITY

Signature By: X
Print Name: _____ / Individually
Soc. Sec #:
Address:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY/CITY OF _____ } SS:

On _____, comes before me,
_____ known to me to be the
person who is described in and who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same.

X
Notary Public
My Commission Expires:
(Notary Seal)

INDIVIDUAL INDEMNITY

Signature By: X
Print Name: _____ / Individually
Soc. Sec #:
Address:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY/CITY OF _____ } SS:

On _____, comes before me,
_____ known to me to be the
person who is described in and who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same

X
Notary Public
My Commission Expires:
(Notary Seal)

INDIVIDUAL INDEMNITY

Signature By: X
Print Name: _____ / Individually
Soc. Sec #:
Address:

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY/CITY OF _____ } SS:

On _____, comes before me,
_____ known to me to be the
person who is described in and who executed the foregoing instrument and
acknowledged to me that he/she/they executed the same.

X
Notary Public
My Commission Expires:
(Notary Seal)