

5. That the Surety and/or Agent may at any time withdraw at any time provided by law from its Suretyship upon the Bond or undertaking herein without liability to any party.
6. That Indemnitors liability to Surety and/or Agent is limited to the Bond referred to herein. The Indemnitors, individually authorize the Social Security Administration to release a DEQU (Detailed Earnings Query) furnishing FICA earnings and Employer names and addresses for the following years, _____ through 2010.
7. That Indemnitor's obligations and indemnities are contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety and/or Agent is relieved of all duties, demands, liabilities, obligations, costs of expenses related thereto.
8. That the waiver by Surety and/or Agent of any breach of any term or condition herein shall not be deemed a waiver of same of any subsequent breach of the same term or condition, and that failure of any Indemnitor to comply with the terms and conditions herein shall not act as or be construed as a release or waiver as to the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
9. This Agreement shall be construed and be enforced under the laws of the State of Indiana. In the event any of the provisions of this Agreement are inconsistent with the laws of this State, this Agreement, as to these provisions only, shall be null and void, and the remainder shall be enforced with the same effect as though such provisions were omitted.
10. The use of the plural herein shall include the singular. Obligations of the Indemnitors shall be joint and several and the provisions of this Agreement shall be binding upon Indemnitors' heirs, successors, representatives and assigns.
11. Should litigation become necessary to enforce any provisions or collect any claims resulting from this agreement, the parties agree that jurisdiction shall be vested in the Superior Court of _____ Indiana, Small Claims Court, _____, dependent upon the amount of the claim.
12. I, _____, having agreed to act as indemnitor in this undertaking further authorize without reservation Surety and/or Agent to charge my VISA / MASTERCARD, DISCOVER, or AMERICAN EXPRESS card for the full amount of any losses / costs suffered by Surety and/or Agent when they occur. I further agree to hold Surety and/or Agent harmless for any and all liability of any nature whatsoever, which may result from charges to my credit card. I understand that I am under no obligation to sign this agreement, but that if I refuse, Surety and/or Agent may refuse to execute this bond, and refuse this application.

My VISA MASTERCARD DISCOVER CARD AMERICAN EXPRESS (check one) number is _____
 Expiration Date: _____.

13. It is agreed between the parties that the Agent shall have full rights of subornation against the indemnitor(s) and defendant for any losses suffered by Surety and the Agent. Indemnitors further agree to be responsible for any losses suffered by Surety and the Agent should any check, bank draft or other instrument used to pay premium due on this bond(s) be returned unpaid by a financial institution. In addition to any other costs enumerated in this document, indemnitor agrees to pay the Agent any and all expenses which arise in connection with defendant's failure to appear, or violation of the terms and conditions of this bond. Such expenses include, but are not limited to, investigative costs in attempting to locate defendant, computer intelligence, attorney fees and court costs. Indemnitor further agrees that in the event any information provided on this application is discovered to be false, the indemnitor shall be liable for a claim of triple damages plus attorney fees. Indemnitor agrees that service of process at the address provided on this application shall be sufficient for all legal matters, including the filing of a lawsuit in necessary, to enforce this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, _____.

| | | |
|--------------------------------|---------------------------------|---------------------------------|
| X _____ Defendant | X _____ Indemnitor | X _____ Indemnitor |
| X _____ Defendant | X _____ Indemnitor | X _____ Indemnitor |

The below signed corporation hereby agrees to act as Indemnitor in this matter. The Officer signing warrants that has the Corporate authority to enter into this agreement on the part of this Corporation.

| | | |
|--------------------------------------|----------------------------------|----------------------------|
| _____ Corporation | X _____ Signature | _____ Title |
| _____ Printed Name of Corporation | _____ Printed Name of Officer | |
| _____ Corporate Federal I.D. | _____ State of Incorporation | _____ Year Incorporated |

AGENT'S STATEMENT: The undersigned agent accepts this application and indemnity agreement on behalf of Seneca Insurance Company, Inc., and swears or affirms that he/she has advised the indemnitor(s) of the liabilities incurred as an indemnitor.

| | |
|---------------|--------------------------|
| _____ Date | _____ Agent Signature |
|---------------|--------------------------|

Agent Notes: (List reasons for "unsecured" bond or "under-secured bond", or additional defendant/information.) _____

