**ABC BONDING CO.**

**(706) 965-9359**

**INDEMNITY AGREEMENT**

FOR AND IN CONSIDERATION of the sum of One ($1.00) Dollar, the receipt whereof is hereby acknowledged by all parties, the execution of the issuance of the surety bond, and the mutual covenants contained herein, ABC Bonding Co. hereby agrees with the DEFENDANT and Indemnitor(s) as follows:

WHERE AS, ABC Bonding Co. (hereinafter called the SURETY), at the request of the undersigned DEFENDANT and Indemnitor(s), has become the Surety on an appearance bond for the below signed Defendant in the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by bonding the appearance of the Defendant (a copy of said bond is attached hereto and made a part thereof) in court. It is a benefit to the Indemnitor(s) to have Defendant free on bond and this benefit is in further consideration of this agreement.

The parties further agree that the undersigned Indemnitor(s) will have the below named Defendant forthcoming before the court named in said bond (attached thereto), at the time therein fixed and from day to day and term to term thereafter as may be ordered by said court.

The undersigned Indemnitor(s) further agrees at all times to indemnify and keep indemnified the Surety and hold harmless the Surety from and against any and all claims, demands, liabilities, costs, charges, attorneys fees, expenses of litigation, disbursements and expenses of every kind and nature which the Surety may have sustained or incur in the bond undertaking, including, but not limited to, any expenses paid to the court or to the governing authority as to the result of the non appearance of the Defendant; any expenses of transportation, investigation, apprehension, lodging, meals, travel expenses and all other expenses of every kind and nature incurred by the Surety in obtaining the appearance or as a result of the non appearance of the Defendant. The Indemnitor(s) further agree to indemnify and keep indemnified the Surety and hold the Surety harmless for all judgments, decrees, orders and adjudications against the Surety by reason of or in consequence of the non appearance of the Defendant, or otherwise as a result of the non appearance of the Defendant. The Indemnitor(s) further agree to indemnify and keep indemnified the Surety and hold the Surety harmless for all judgments, decrees, orders and adjudications against the Surety by reason of or in consequence of the non appearance of the Defendant, or otherwise in connection with the execution of the Bond or undertaking in behalf of, or at the instance of, the Indemnitor(s) (or any of them) agrees to indemnify and pay fees, disbursements, decrees, orders or other adjudications requiring remuneration to be paid by said Surety.

The Defendant further indemnifies and holds the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursements and expenses of every kind and nature, which the Surety shall have at any time, or shall sustain or incur as a result of obtaining the appearance of the defendant or in connection with any such adjudication, decree, judgment or order against the Surety as a result of the non appearance of the Defendant.

The liability for legal fees and expenses of litigation provided for herein shall be mutual to the extent that if the Surety brings a legal action against the Defendant or Indemnitor(s) which shall result in a judgment against the Surety on any counterclaim, the Surety shall reimburse the reasonable legal expenses, attorneys fees and expenses of litigation in connection with such action, but in the event of a judgment favorable to the Surety, the legal expenses, attorneys frees and expenses of litigation shall be paid by the Defendant or Indemnitor(s) (or both, depending upon which party the judgment is against).

This \_\_\_\_\_\_\_\_\_\_Day of\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_\_\_\_ Indemnitor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Surety \_\_\_\_\_\_\_\_\_\_\_ABC Bonding Co.\_\_\_\_\_\_\_\_\_

 Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant Employment\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_