

# PALMETTO SURETY CORPORATION

75 Port City Landing, Suite 130 • Mount Pleasant, SC 29464

## FINANCIAL STATEMENT AND INDEMNITY AGREEMENT

AGENT \_\_\_\_\_

POWER NO. \_\_\_\_\_

CASE NO. \_\_\_\_\_

EXECUTION DATE \_\_\_\_\_

NAME OF INDEMNITOR \_\_\_\_\_ PHONE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

FIRST MIDDLE LAST

RESIDENCE ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SOCIAL SECURITY NO \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_ ADDRESS \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ E-MAIL \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_ ADDRESS \_\_\_\_\_

PARENTS \_\_\_\_\_ ADDRESS \_\_\_\_\_

PERSONAL REFERENCES	WORK OR HOME ADDRESS	PHONE
1.		
2.		
3.		

ASSETS	LIABILITIES
Cash in _____, Bank \$ _____	Money Borrowed on Notes _____ \$ _____
Stocks, bonds, mortgages (market value): _____ \$ _____ \$ _____	_____ _____ _____
Real estate, the title to which is in my name alone:	Mortgages on real estate scheduled opposite:
A. _____ \$ _____	A. _____ \$ _____
B. _____ \$ _____	B. _____ \$ _____
Accounts receivable _____ \$ _____	Accounts Payable _____ \$ _____
Other assets (in detail) _____ \$ _____	Other Liabilities (in detail) _____ \$ _____
<b>Total Assets</b> \$ _____	<b>Total Liabilities</b> \$ _____

The make of the above statement hereby authorizes the Surety to confirm the bank balances claimed and all other items comprising said statement.

### YOU ARE ASSUMING SPECIFIC OBLIGATIONS – READ CAREFULLY! INDEMNITY AGREEMENT

THIS AGREEMENT is made by and between the undersigned Defendant, Indemnitors, and Palmetto Surety Corporation through its duly authorized Agent

WHEREAS, Palmetto Surety Corporation (hereinafter called "Surety"), at the request of the Indemnitors has or is about to become SURETY on an appearance bond for Defendant in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) by its certain bond executed on power of attorney number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties jointly and severally agree as follows:

1. For good and valuable consideration, the undersigned principal agrees to indemnify and hold harmless the surety company or its agent for all losses not otherwise prohibited by law or by rules of the Department of Financial Services.
2. That the Indemnitors will have Defendant forthcoming before the Court named on said Bond at the time(s) therein fixed, and at such other times as may be ordered by the Court.
3. That the Indemnitors will at all times indemnify and save the Surety harmless from and against any and all claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgements, or adjudications whatsoever which the Surety shall or may for any cause sustain or incur, by reason of Surety having executed said Bond or undertaking, and will, upon demand, place the Surety in funds to meet all such claims, demands, liabilities, costs, charges, counsel fees, expenses, suits, orders, judgments, or adjudications against it, by reason of its Suretyship, and before the Surety shall be required to pay the same.
4. That the agreement of indemnity contained in paragraph 2 above shall continue as long as the SURETY has any liability or has sustained any loss, upon the bond referred to herein, and the undersigned further agrees not to make any transfer, or any attempted transfer of any of the property, real or personal, in which the undersigned has an interest or in which the undersigned may subsequently acquire any interest, and it is further agreed that the SURETY shall have a lien upon all property of the undersigned for any sums due it or for which it has become, or may become, liable by reason of its having executed the bond referred to herein. It is further agreed that the Indemnity Agreement contained in Paragraph 2 above and the provisions of this paragraph shall be binding upon and apply to any subsidiary, affiliate, parent or related enterprised created or acquired by the undersigned.
5. The voucher, or any other evidence of any payment made by the Surety, by reason of this Suretyship, shall itself, be conclusive evidence of such payment as to the indemnitors, their estate, and those entitled to share in their estate, and their successors and assigns.
6. That the Surety may withdraw, at any time provided by law, from its Suretyship upon the Bond or undertaking herein, without liability to any party.
7. That Indemnitors' liability to Surety is not limited to the Bond referred to herein, but shall apply to all other bonds or undertakings issued by Surety at the request of the indemnitors.
8. The Indemnitors' obligations and indemnities as contained herein shall not terminate upon exoneration of the bond or undertaking but shall continue until such time that Surety is relieved of all duties, demands, liabilities, obligations, costs or expenses in any way related thereto.
9. That the waiver by Surety of any breach of any term or conditions 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 the remaining Indemnitor who shall remain liable and bound by all provisions of this Agreement.
10. This Agreement shall be construed and enforced under the laws of the State of \_\_\_\_\_ . 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.
11. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WITNESSES:

	X	
		SIGNATURE OF DEFENDANT
	X	
		SIGNATURE OF INDEMNITOR
	X	
		SIGNATURE OF CO-INDEMNITOR

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_

\_\_\_\_\_, to me known to be the person \_\_\_\_\_ described in and who

executed the foregoing instrument and \_\_\_\_\_ thereupon acknowledged to me that \_\_\_\_\_ executed the same.

My Commission Expires \_\_\_\_\_

Notary Public