



ROCHE SURETY & CASUALTY COMPANY, INC.

1910 Orient Road • Tampa, Florida 33619
(813) 623-5042 • (800) 789-3899 • Fax (813) 623-5939

INDEMNITY AGREEMENT

WARNING - PLEASE READ FIRST:

Any person who, knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

TRUE NAME _____ DOB _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ PHONE _____
OCCUPATION _____ EMPLOYED BY _____ PHONE _____
EMPLOYER'S ADDRESS _____ CITY _____ PHONE _____
SOCIAL SECURITY NO. _____ DRIVER'S LICENSE NO. _____
NAME OF SPOUSE _____ DOB _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____ PHONE _____
OCCUPATION _____ EMPLOYED BY _____ PHONE _____
EMPLOYER'S ADDRESS _____ CITY _____ PHONE _____
SOCIAL SECURITY NO. _____ DRIVER'S LICENSE NO. _____
FRIEND OR RELATIVE _____ ADDRESS _____ PHONE _____

WHEREAS, ROCHE SURETY & CASUALTY COMPANY, INC., (hereinafter called the SURETY) at the request of the undersigned, and upon the security hereof, has, or is about to become SURETY on an appearance bond for

_____ in the sum of _____ Dollars
by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof:

NOW THEREFORE, the undersigned do/does hereby undertake, agree and bind themselves, their representatives, successors and assigns, as follows:

- 1. For good and valuable consideration, the undersigned principal hereby agrees to indemnify and/or hold harmless, the surety company or its agent for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute.
2. For good and valuable consideration, the undersigned indemnitor(s) hereby agree(s) to indemnify and/or hold harmless, the surety company or its agent for any and all losses not otherwise prohibited by law, or rules and regulations promulgated under any applicable statute.
3. That the undersigned will have the aforesaid _____ forthcoming before the court named in said bond, attached hereto, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the said court.
4. That the undersigned will at all times indemnify and save SURETY or its Agent, harmless from and against every and all claims, demands liability, cost, charge, counsel fee, expense, suit order, judgement or adjudication whatsoever which the said SURETY or its Agent shall or may for any cause at any time sustain or incur by reason or in consequence of the said SURETY having executed said bond or undertaking, or for returning to custody any individual who has fled the jurisdiction or caused the forfeiture of a bond, will upon demand, place the said SURETY or its Agent in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgement, or adjudication against it, or for returning to custody any individual who has fled jurisdiction or caused the forfeiture of a bond, by reason of such Suretyship, and before it or its Agent shall be required to pay the same.
5. The condition of said Indemnity Agreement provides that as long as there is any liability or loss of any nature whatsoever to the SURETY 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 which the undersigned may subsequently acquire or any interest therein, and it is further agreed that the SURETY or its Agent 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.
6. The voucher or any other evidence of any payment made by the said SURETY or its Agent, by reason of such Suretyship shall be conclusive evidence of such payment against the undersigned and undersigned's estate both as to the propriety thereof and as to the extent of the liability thereo to the said SURETY.
7. That the said SURETY or its Agent, may withdraw from its Suretyship upon said bond or undertaking at any time that it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained.
8. That the Agreement shall not be returned by the said SURETY 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.
9. That the failure of any of the undersigned to comply with the provisions of this Indemnity Agreement shall be binding upon the others.
10. 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 be void or vitiated thereby but shall not be construed and enforced with the same effect as though such provision or provisions were omitted.

IN WITNESS WHEREOF, the undersigned have duly executed these presents this _____ day of _____, _____.

Witness, _____ (L.S.)

Witness, _____ (L.S.)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same.

Notary Public

My commission Expires _____





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PROMISSORY NOTE

No. _____ \$ _____

City _____, State _____, Date _____

On demand, _____ after date,

for value received, _____ Promise to pay to the order of **ROCHE SURETY & CASUALTY COMPANY, INC.**

_____ DOLLARS,

at _____ City _____, State _____,

with interest thereon at the rate of _____ percent, per annum, from _____

until fully paid. Interest payable semi-annually. The maker and endorser of this note agrees to waive demand, notice of non-payment and protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees **and assessable costs**, for making such collection. Deferred interest payments to bear interest from maturity at _____ percent, per annum, payable semi-annually.

It is further agreed and specifically understood that this note shall become null and void in the event the said defendant

_____ shall appear in the proper court at the time or times so directed by the Judge or Judges of competent jurisdiction until the obligations under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder, otherwise to remain in full force and effect.

Witness _____

Witness _____

Date _____

