

SUN SURETY INSURANCE COMPANY
21 MAIN STREET, RAPID CITY, S.D. 57701

SURETY BAIL BOND AGREEMENT

YOU ARE ASSUMING SPECIFIC OBLIGATIONS – READ CAREFULLY

POWER # _____

THIS AGREEMENT made between the undersigned _____ hereinafter called indemnitor(s) and Sun Surety Insurance Company (hereinafter called Company)

WITNESSETH:

WHEREAS, the Company has executed, or is about to execute in behalf of and/or at the insistence of the indemnitor(s), the bond or undertaking described in the foregoing application, upon the security and indemnity herein provided, which application is hereby referred to and made a part of this agreement.

NOW THEREFORE, in consideration of the execution by the Company of such bond or undertaking, the indemnitor(s) covenant(s) and agree(s) with Company as follows:

1. The Indemnitor(s) will pay the Company, or its duly authorized agent, the premium(s) specified in said application at the times and in the amounts therein stated.
2. The Indemnitor(s) will at all times indemnify and keep indemnified the Company and save harmless the Company from and against any and all claims, demands, liabilities, costs, charges, legal fees, disbursement and expenses of every kind and nature, which the Company shall at any time sustain or incur, and as well from all orders, decrees, judgments and adjudications against the Company by reason or in consequence of having executed such bond or undertaking in behalf of and/or at the insistence of the indemnitor(s) (or any of them) and will pay over, reimburse and make good to the Company, its successors and assigns, all sums and amounts of money required to meet every claim, demand, liability, costs, expense, suit, order, decree, payment and/or adjudication against the Company by reason of the execution of such bond or undertaking and any other bonds or undertakings executed in behalf of and/or at the insistence of the indemnitor(s) and before the Company shall be required to pay thereunder. The liability for legal fees and disbursements includes all legal fees and disbursements that the Company may pay or incur in any legal proceedings, in which the Company may assert or defend its right to collect or to charge for any legal fees and/or disbursements incurred in earlier proceedings.
3. The indemnitor(s) will immediately notify the Company of the making of any demand or the paying of any notice or the commencement of any proceeding or the fixing of any liability which the Company may be required to discharge by reason of the execution of any such bond or undertaking.
4. The vouchers or other evidence of payment by the Company, in discharge of liability under or incurred in connection with any such bond or undertaking, or incurred in connection of any collateral held by the Company, shall be conclusive evidence against the indemnitor(s) of the fact and amount of the liability of the indemnitor(s) to the Company.
5. In the event the Company executes any bond or undertaking with Co-Sureties, or reinsures any portion of any such bond or undertaking, or procures the execution of any such bond or undertaking, the indemnitor(s) agree(s) that all of the terms and conditions of this instrument shall apply to and operate for the benefit of the Company, the procured sureties and/or Co-Sureties and/or reinsurers as their respective interests may appear.
6. The Company shall have the right at any time, without notice to the indemnitor(s) to transfer and assign this agreement and/or the collateral pledged hereunder, to any person, Reinsurer, Co-Surety, Surety or Insurance Company which may take over and assume, in whole or in part, the obligations of the Company under any such bond or undertaking and thereupon the transferee shall become vested and with all the powers and rights given to the Company hereunder and the Company shall be relieved and fully discharged from any liability or responsibility for said collateral under this agreement.
7. The indemnitor(s) agree(s) that the Company may at any time take such steps as it may deem necessary to obtain its release from any and all liability under any of said bonds or undertakings, and it shall not be necessary for the Company to give the indemnitor(s) notice of any fact or information coming to the Company's notice or knowledge concerning or affecting its rights or liability under such bond or undertaking, notice of all such being hereby expressly waived; and the Company may secure and further indemnify itself against loss, damages and/or expense in connection with any such bond or undertaking in any manner it may think proper including surrender of the defendant (either before or after forfeiture and/or payment) if the Company shall deem the same advisable; and all expenses which the Company may sustain or incur or be put to in obtaining such release or in further securing itself against loss, shall be borne and paid by the indemnitor(s).
8. The indemnitor(s) hereby authorize(s) any attorney of any court of record to appear for him or them in and before any court, in any action, suit or proceeding, and receive process on behalf of the indemnitor(s), or waive the issuing and service of process, and enter or confess judgment, or permit judgment to be entered, against the indemnitor(s), (jointly and/or jointly and severally) in favor of the Company, for the amount of any forfeiture which may be taken against the Company on the said bond or undertaking and for the amount of any and all sums herein before in paragraphs 1, 2, and 7 referred to; and to release all error and waive all right to stay of execution or appeal; and to do and perform all acts and execute all papers in the name of indemnitor(s) in order to carry into effect the authority herein above given in as full and ample manner as the indemnitor(s) might do if personally present; hereby ratifying and confirming all that the said attorney shall do or cause to be done by virtue thereof and the indemnitor(s) hereby irrevocably waive(s) the benefit or advantage of any and all valuation, stay, appraisalment or homestead exemption law or laws of any state of the United States, now in force or hereafter enacted.
9. This instrument shall be binding not only upon the indemnitor (or indemnitors, jointly and/or jointly and severally), but as well upon the heirs, executors, administrators, successors and assigns of the indemnitor(s).
10. The Company reserves the right to decline to issue the bond for which application is hereby made, and no claim shall be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted by or on behalf of the obligee.
11. The indemnitor(s) hereby warrant(s) that the foregoing declarations made and answers given are the truth without reservation and are made for the purpose of inducing the Company to become surety or to procure suretyship on the bond or undertaking applied for herein, with the intent and purpose that they be fully relied on.
12. The Company shall not be first obliged to proceed against the Principal(s) on any such bond or undertaking before having recourse against the indemnitor(s) or any of them, the indemnitor(s) hereby expressly waiving the benefit or any law requiring the Company to make claim upon or proceed or enforce its remedies against the Principal(s) before making demand upon or proceeding and/or enforcing its remedies against any indemnitor.
13. The acceptance of this Agreement and of the indemnitor(s) agreement to pay premiums on the execution and on the continuance of said bond(s) or undertakings(s) and/or the acceptance at any time by the Company of other collateral security or agreement, shall not in any way abridge or limit the right of the Company to be subrogated to any right or remedy, or limit any right or remedy which the Company may otherwise have, acquire, exercise or enforce under this or any other agreement or by law allowed, and the Company shall have every right and remedy which an individual surety acting without compensation would have, all such rights being construed to be cumulative and for the sole benefit of the Company, its successors and/or its assigns.
14. 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 not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.
15. In making application for the herein above described Bail Bond we warrant all statements made on this instrument to be true and we agree to advise the Company or its agent of any change (especially change of address) within 48 hours after such change has occurred and agree that any failure to so notify shall be cause for the immediate surrender of the defendant without any liability for the return of any part of the premium.

IN TESTIMONY WHEREOF we have hereunto set our hand this _____ day of _____, 20 _____

THE PREMIUM PAID ON THIS BOND IS NOT RETURNABLE

Defendant

SIGNATURE _____ EMPLOYMENT _____
 NAME _____ ADDRESS _____ CITY _____ STATE _____
 PHONE _____ CELLULAR PHONE _____ S.S.# _____
 D.O.B. _____ DRIVERS LICENSE # _____

Indemnitor

SIGNATURE _____ EMPLOYMENT _____
 NAME _____ ADDRESS _____ CITY _____ STATE _____
 PHONE _____ CELLULAR PHONE _____ S.S.# _____
 D.O.B. _____ DRIVERS LICENSE # _____

Indemnitor

SIGNATURE _____ EMPLOYMENT _____
 NAME _____ ADDRESS _____ CITY _____ STATE _____
 PHONE _____ CELLULAR PHONE _____ S.S.# _____
 D.O.B. _____ DRIVERS LICENSE # _____

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 _____