

AMERICAN SAFETY CASUALTY INSURANCE COMPANY
P.O. Box 6098
Lutherville, Maryland 21094

CONTINGENT PROMISSORY NOTE

\$ _____ Date: _____ City/State: _____
On demand, for value received, the undersigned makers, jointly and severally if more than one, promise to pay to the order American Safety Casualty Insurance Company, its agents, or assigns (collectively the "Surety") _____ DOLLARS. The maker(s) and each endorser (if any) of this Contingent Promissory 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.

It is further agreed and specifically understood that this Contingent Promissory Note shall become null and void in the event the said defendant, Judges of competent jurisdiction, and 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(ES)

MAKER(S)

Sign _____
Print _____

Sign _____
Print _____

Sign _____
Print _____

Sign _____
Print _____

INDEMNITY AGREEMENT

WHEREAS, American Safety Casualty Insurance Company (hereinafter called the "Surety"), at the request of the undersigned, and upon the security hereof, has or is about to issue or cause to be issued an appearance bond(s) Power No.(s): _____ on behalf of _____ Dollars (hereinafter called the "Defendant") in the sum of _____ (hereinafter called the "Bond"). The Bond and the application made to the Surety and/or its bail bond producer in connection therewith are expressly incorporated herein.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by each of us is hereby acknowledged, the undersigned, jointly and severally if more than one, do hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

- A. That the undersigned will have the Defendant appear in court, from day to day and term to term thereafter, as may be ordered by the court in which the Bond was posted. The undersigned represent and warrant that all information provided in connection with the application for the Bond is true and correct.
- B. That the undersigned will at all times indemnify and save harmless, the Surety, Lexington National Bail Services, Inc., their agents and producers, and their successors and assigns (hereinafter collectively called the "Indemnified Parties") from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or, adjudication whatsoever which the Indemnified Parties shall or may for any cause at any time sustain or incur, by reason or in consequence of Surety having executed or caused to be executed the Bond, and will, upon demand, place with the Indemnified Parties the requisite funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit, order judgment or adjudication against it, by reason of such Suretyship, and before any of the Indemnified Parties shall be required to pay same.
- C. That the voucher or other evidence of any payment made by the Indemnified Parties, by reason of such Suretyship, shall be conclusive evidence of such payment against the undersigned and the undersigned's estate both as to the propriety thereof and as to the extent of the liability thereof to the Indemnified Parties.
- D. That the Surety may withdraw from its Suretyship upon the Bond at any time that it may see fit, as provided by law.
- E. That this Agreement shall not be returned by the Surety at the time it shall be satisfied of the termination of its liability under the Bond, but shall be retained as security for any liability that may at anytime thereafter occur.
- F. That the failure of any of the undersigned to comply with the provisions of this Agreement shall be binding upon the others.
- G. In connection with the Bond, including but not limited to, verifying information provided and/or obtaining information for reimbursement pursuant to the indemnity obligation herein contained, the undersigned, jointly and severally, do hereby waive any and all rights they may have under Title 28 Privacy Act-Freedom of Information Act, Title 6, Fair Credit Reporting Act, and any such local or State law, and the undersigned further consent to and authorize the Indemnified Parties to obtain any and all private or public information and/or records concerning the undersigned from any party or agency, private or governmental (local, state, federal), including but not limited to, credit reports, Social Security Records, criminal records, civil records, driving records, telephone records, medical records, school records, worker compensation records, and employment records. Each authorizes, without reservation, any party or agency, private or governmental (local, state, federal), contacted by any of the Indemnified Parties, to furnish any and all private and public information and records in their possession concerning the undersigned to the Indemnified Parties and directs that a copy of this document shall serve as evidence of said authorization.
- H. If any provision or provisions of this Agreement be void or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision were omitted.

SIGNED, SEALED AND DELIVERED at _____ this _____ day of _____, 20____

WITNESS(ES)

INDEMNITOR(S)

Sign: _____
Print: _____
Sign: _____
Print: _____

STATE OF _____ COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ who /s/are personally known to me or who has/have produced _____ as identification and who did/did not take an oath.

A
G
E
N
C
Y
Bail Bond License # _____

NOTARY PUBLIC:
Sign: _____
Print: _____