

LEXINGTON NATIONAL INSURANCE CORPORATION

P.O. Box 6098, Lutherville, Maryland 21094

INDEMNITY AGREEMENT FOR IDAHO BAIL BOND

WHEREAS, LEXINGTON NATIONAL INSURANCE CORPORATION, a Maryland corporation (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 \_\_\_\_\_ ("Defendant") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Bond"), the terms of which are expressly incorporated herein.

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

1. That the undersigned will have the Defendant forthcoming before the court named in the Bond, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the court. The undersigned represent and warrant that all information provided in connection with the application for the Bond is true and correct.

2. The undersigned, jointly and severally, shall indemnify the Surety, all of its agents and producers, and reimburse them for the penal amount paid to the court in the case of forfeiture of the Bond and for charges related to the Bond transaction: (a) premiums charged at the rate established by the Surety; (b) to provide collateral, (c) to reimburse for actual expenses incurred in connection with the Bond transaction, limited to the following (i) to verify underwriting information, pay notary public fees, and pay long distance telephone fees, not to exceed fifty dollars (\$50.00), and (ii) travel expenses incurred more than twenty-five (25) miles from a producer's place of business at the rate allowed by the IRS.

3. That the voucher or other evidence of any payment made by the Surety, 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 Surety.

4. That the Surety may withdraw from its suretyship upon the Bond at any time that it may see fit, as provided by law.

5. 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 it may at any time thereafter incur.

6. That the failure of any undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.

7. 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 Surety, and/or its Producer, 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 Surety, and/or its Producer, to furnish any and all private and public information and records in their possession concerning the undersigned to Surety, and/or its Producer, and directs that a copy of this document shall serve as evidence of said authorization.

8. If any provision or provisions of this instrument shall be deemed 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.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

INDEMNITOR:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_:

A  
G  
E  
N  
C  
Y

NOTARY PUBLIC:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Power Nos. \_\_\_\_\_