

LEXINGTON NATIONAL INSURANCE CORPORATION
P.O. Box 6098
Lutherville, Maryland 21094
Phone: (410) 625-0800 Fax: (410) 625-0865

IMMIGRATION BOND APPLICATION AND INDEMNITY AGREEMENT

The undersigned indemnitor(s) (hereinafter referred to as "Indemnitor"), jointly and severally, hereby apply to LEXINGTON NATIONAL INSURANCE CORPORATION, its agents, successors, and assigns (hereinafter collectively referred to as "Company"), for execution by Company of an Immigration Bond (hereinafter referred to as the "Bond"), on behalf of the Alien named below (hereinafter referred to as the "Alien") in favor of the Department of Homeland Security of the United States of America (hereinafter referred to as "DHS") in the amount of \$ _____.

ALIEN

| | |
|--------------------------------------|--------------------------------|
| <u>Name</u> | <u>Name of Spouse</u> |
| <u>Home Phone#</u> | <u>Mobile Phone #</u> |
| | <u>Spouse's Mobile Phone #</u> |
| <u>Home Address</u> | <u>Apt. No.</u> |
| <u>City</u> | <u>State</u> |
| | <u>Zip Code</u> |
| <u>E-Mail Address</u> | |
| <u>Employed By</u> | <u>Position</u> |
| | <u>How Long There</u> |
| | <u>Earnings Per Month \$</u> |
| <u>Address of Employer</u> | |
| | <u>Work Phone #</u> |
| <u>City</u> | <u>State</u> |
| | <u>Zip Code</u> |
| <u>Spouse Employed By</u> | <u>Address</u> |
| <u>Alien's Driver's License No.</u> | <u>DOB</u> |
| | <u>Social Security #</u> |
| <u>Spouse's Driver's License No.</u> | <u>DOB</u> |
| | <u>Social Security #</u> |
| <u>Attorney/Consultant Name</u> | <u>Address</u> |
| <u>City</u> | <u>State</u> |
| | <u>Zip Code</u> |
| | <u>Phone #</u> |

#1 INDEMNITOR INFORMATION

| | |
|--|--------------------------------------|
| | <u>Relationship to Alien, if any</u> |
| <u>Name</u> | <u>Name of Spouse</u> |
| <u>Home Phone#</u> | <u>Mobile Phone #</u> |
| | <u>Spouse's Mobile Phone #</u> |
| <u>Home Address</u> | <u>Apt. No.</u> |
| <u>City</u> | <u>State</u> |
| | <u>Zip Code</u> |
| <u>E-Mail Address</u> | |
| <u>Employed By</u> | <u>Position</u> |
| | <u>How Long There</u> |
| | <u>Earnings Per Month \$</u> |
| <u>Address of Employer</u> | |
| | <u>Work Phone #</u> |
| <u>City</u> | <u>State</u> |
| | <u>Zip Code</u> |
| <u>Spouse Employed By</u> | <u>Address</u> |
| <u>Indemnitor's Driver's License No.</u> | <u>DOB</u> |
| | <u>Social Security #</u> |
| <u>Spouse's Driver's License No.</u> | <u>DOB</u> |
| | <u>Social Security #</u> |
| <u>NEAREST RELATIVE</u> | <u>NAME</u> |
| | <u>PHONE # ()</u> |
| | <u>HOME ADDRESS</u> |
| <u>CITY</u> | <u>STATE</u> |
| | <u>ZIP CODE</u> |

#2 INDEMNITOR INFORMATION

Relationship to Alien, if any _____

Name _____ Name of Spouse _____

Home Phone# _____ Mobile Phone # _____ Spouse's Mobile Phone # _____

Home Address _____ Apt. No. _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Employed By _____ Position _____ How Long There _____ Earnings Per Month \$ _____

Address of Employer _____ Work Phone # _____

City _____ State _____ Zip Code _____

Spouse Employed By _____ Address _____

Indemnitor's Driver's License No. _____ DOB _____ Social Security # _____

Spouse's Driver's License No. _____ DOB _____ Social Security # _____

NEAREST RELATIVE NAME _____ PHONE # () _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

#3 INDEMNITOR INFORMATION

Relationship to Alien, if any _____

Name _____ Name of Spouse _____

Home Phone# _____ Mobile Phone # _____ Spouse's Mobile Phone # _____

Home Address _____ Apt. No. _____

City _____ State _____ Zip Code _____

E-Mail Address _____

Employed By _____ Position _____ How Long There _____ Earnings Per Month \$ _____

Address of Employer _____ Work Phone # _____

City _____ State _____ Zip Code _____

Spouse Employed By _____ Address _____

Indemnitor's Driver's License No. _____ DOB _____ Social Security # _____

Spouse's Driver's License No. _____ DOB _____ Social Security # _____

NEAREST RELATIVE NAME _____ PHONE # () _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

NOTES:

TERMS AND CONDITIONS

In consideration of the execution of the Bond, each Indemnitor, jointly and severally, agrees with the Company to the terms of this Immigration Bond Application and Indemnity Agreement (hereinafter referred to as the "Agreement"), as follows:

(1) **Obligation to Produce Alien:** The Indemnitor shall have the Alien appear as required by the DHS and the court at the date and time so required, and from day to day and term to term thereafter, as may be ordered by the DHS or the court.

(2) **Bond Cancellation and Return of Collateral:** The obligations of the Indemnitor incurred in this Agreement shall continue until such time as the Company has received formal written notice from DHS that the Bond has been cancelled. The Indemnitor accepts sole responsibility and obligation to provide the Company with evidence of the Bond cancellation by providing Company with DHS Form 1-391 (Notice – Immigration Bond Canceled). Upon receiving Notice - Immigration Bond Canceled from DHS, and all other conditions of this Agreement having been complied with, the Company will return any collateral, along with any interest earned thereon, which remains following deduction by the Company of all monies due and owing to the Company under this Agreement.

(3) **Effects of Bond Breach on Amounts Due:** In the event that DHS declares the Bond breached and/or provides Company with DHS Form 1- 323, Notice - Immigration Bond Breached, all amounts remaining due under this Agreement shall be accelerated and shall be immediately due and payable from the Indemnitor to the Company.

(4) **Collateral Substitution and Withdraw Rights:** The Company has no obligation or duty to agree to any substitution of the original property pledged as collateral under this Agreement. The Company shall not be required to subordinate its Deed of Trust or Mortgage to any other lien that the Indemnitor seeks to place upon any real property pledged as collateral under this Agreement. In the event that the Company consents, in their sole and absolute discretion, to accept property in substitution of the property originally pledged as collateral, or to subordinate its Deed of Trust or Mortgage, then the Indemnitor agrees to pay all expenses, including attorneys' fees incurred by Company to prepare and process the substitution or subordination. Consent to one such transaction shall not be a waiver of the right to refuse consent to any later transactions. In the event an Indemnitor who has executed a Deed of Trust or Mortgage concurrently herewith, conveys or attempts to convey his interest in property pledged as collateral under this Agreement, or any part thereof or any interest therein, without the prior written consent of the Company, or in the event the Indemnitor shall be divested of title or any interest therein in any manner, whether voluntary or involuntary, the Company may, at its option, declare all sums due and owing under this Agreement immediately due and payable from Indemnitor. In order to be relieved of liability under the Bond, the Company may, in their sole and absolute discretion, cancel the Bond by: (a) depositing with DHS cash collateral funds of the Indemnitor; (b) purchasing United States Treasury Bonds and depositing them with DHS; or (c) filing a substitute bond from another surety company. Furthermore, the Company may withdraw from its suretyship upon the Bond at any time that it may see fit, as provided by law.

(5) **Indemnity:** The Indemnitor agrees to indemnify and save harmless the Company from and against any and all claims, judgments, damages, liability, costs, unpaid premiums, interest, attorneys' fees, travel expenses, and other expenses of whatever kind or nature which the Company shall or may at any time sustain, incur, or become liable for, by any reason of or on account of the Company having executed the Bond. Indemnitor shall indemnify and pay to the Company an amount equal to the face amount of the Bond immediately upon a determination that the Bond has been breached, irrespective of whether the Company has paid DHS the breach penalty. The failure to indemnify the Company upon demand shall constitute a default by the Indemnitor of this Agreement, and the Company may pursue any and all rights to collateral, and/or any other remedy afforded by law. If the Company shall procure any other company or companies to execute or join with it in executing or to reinsure the Bond, this Agreement shall inure to the benefit of and be enforceable by such other company or companies. The Company shall have the exclusive right for itself to decide and determine whether any claim, demand, suit, action, order, judgment or adjudication made or brought against the Company on the Bond shall be defended, tried or appealed, and its decision shall be final, conclusive and binding upon the Indemnitor. Should Company authorize Indemnitor to appeal a bond breach, and should the Indemnitor refuse or fail to appeal the Bond breach, then the Company may, at its option, appeal the Bond breach and be entitled to indemnity and payment of any and all costs, administrative expenses, travel expenses, and the reasonable hourly rates of the Company employees who prepared the appeal. Nothing contained in this paragraph shall create any obligation on the part of the Company to file any appeal to any Bond breach. The voucher or any other evidence of any payment made by the Company, by reason of such suretyship, shall be conclusive evidence of such payment against the Indemnitor and the Indemnitor's estate both as to the propriety thereof and as to the extent of the liability thereof to the Company.

(6) **Notice Waiver:** The Indemnitor hereby waives any notice from the Company of any demand, breach, or other matter received by or coming to the attention of the Company effecting the rights or liabilities of the Indemnitor to the Company under this Agreement. Indemnitor acknowledges and agrees that he is solely responsible for monitoring the status of Alien's case.

(7) **Interest on Indebtedness:** Any debt owed by Indemnitor to Company shall bear interest at the rate of ten percent (10%) per annum commencing from the due date, provided however, such rate shall not exceed the maximum interest rate permitted by law on debts owed on commercial transactions.

(8) **Change of Address or Other Information:** The Indemnitor agrees to advise the Company of any changes in information provided above (including changes of address) within 48 hours after the change has occurred. The Indemnitor further agrees that the failure to notify the Company shall constitute a default pursuant to this Agreement. Additionally, the Indemnitor is responsible for ensuring that DHS and the Court are also notified of any change of address or other pertinent information.

(9) **Miscellaneous:**

- a. No verbal modification will be recognized by either party hereto and this Agreement cannot be modified by any subsequent practice or course of dealing by the parties inconsistent herewith. If the Company fails to take advantage of the breach, if any, by the Indemnitor of the terms, conditions, or covenants herein contained, such failure shall not be deemed to constitute or be construed as a waiver of any rights on the part of the Company to thereafter enforce any of said terms, conditions or covenants. This Agreement supersedes all oral statements and representations, and contains the entire agreement among the parties with respect to the subject matter hereof and the transactions contemplated hereby. The Indemnitor have not relied upon any oral statements of the Company in entering into this Agreement.
- b. The invalidity or unenforceability of any provision hereof (or portion thereof) shall in no way affect the validity or enforceability of any other provision (or portion thereof), and this Agreement shall be construed as if such invalid provision (or portion thereof) was not a part hereof.
- c. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, guardians, personal and legal representatives, successors and permitted assigns.
- d. 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 Indemnitor, jointly and severally, 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 Indemnitor further consent to and authorize the Company, to obtain any and all private or public information and/or records concerning the Indemnitor from any party or agency, private or governmental (local, state, federal), contacted by the Company, to furnish any and all private and public information and records in their possession concerning the Indemnitor to the Company and, directs that a copy of this document shall serve as evidence of said authorization.
- e. If the collateral for the obligations of the Indemnitor under this Agreement includes a Deed of Trust, Mortgage, or other security interest in real or personal property, the existence of such collateral shall not preclude the Company from prosecuting independent, separate, or successive actions at law to recover any sums owed for any purpose under this Agreement, and the Company shall be required to exhaust its interests in such security prior to initiating said action. The filing or prosecution of such actions shall not prejudice any rights the Company may have to or in such security. The failure of any of the Indemnitor(s) to comply with the provisions of this Agreement shall be binding upon the others.

The Indemnitor warrants that the declarations made and answers given above are the truth without reservation and are made for the purpose of inducing the Company to become surety on the Bond, with the intent and purpose that the declarations and answers made above would be fully relied on by the Company.

IN WITNESS WHEREOF, the Indemnitor(s) have signed under seal and accepted the terms of this Agreement and EACH INDEMNITOR ACKNOWLEDGES HAVING RECEIVED A COMPLETE COPY OF THIS AGREEMENT this ___ day of _____, 20__.

X _____
Witness

X _____
Indemnitor #1 Signature

X _____
Witness

X _____
Indemnitor #2 Signature

X _____
Witness

X _____
Indemnitor #3 Signature