

COLONIAL SURETY COMPANY
123 Tice Boulevard, Woodcliff Lake, New Jersey 07677

PARTNERSHIP ACCOUNT INDEMNIFICATION AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 20____, by and between the Undersigned and COLONIAL SURETY COMPANY hereinafter called "Surety."

WHEREAS, _____, hereinafter called "Principal," in the performance of contracts and the fulfillment of obligations generally, may desire, or be required, to give or procure certain bid bonds; and

WHEREAS, at the request of the Undersigned, and upon the express understanding that this Agreement should be given, the Surety has executed or procured to be executed, or has authorized Undersigned to execute, and may from time to time hereafter execute or procure to be executed or authorize the Undersigned to execute bid bonds on behalf of Principal; and

WHEREAS, the Undersigned each have a substantial, material, and/or beneficial interest in the obtaining, renewing, continuing, or the substituting of the bid bonds; and

WHEREAS, Surety has relied upon and will continue to rely upon the representations of the Undersigned as to their character, identity, control, beneficial ownership, financial condition, and existence in executing, procuring, or authorizing the execution of certain bid bonds;

NOW THEREFORE, in consideration of the above stated premises, the Undersigned for themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, hereby agree with the Surety, its successors, and assigns, as follows:

1. The Undersigned shall be authorized, with Surety's prior consent and approval, to prepare bid bonds only for Principal as specifically authorized in the commitment letter that is attached hereto as Exhibit "A" and which is incorporated herein by reference. Surety reserves the power and right to amend the terms and conditions of its commitment in its sole discretion.

2. The Undersigned specifically agree to strictly abide by the terms and conditions of Surety's authorization and hereby acknowledge and accept any liability for damages caused to Surety by the failure of the Undersigned or their employees and agents to specifically follow the criteria, procedures, and parameters established by Surety.

3. The Undersigned expressly waive any claim against Surety, including all claims for consequential, incidental, special or indirect damages against Surety with respect to this Surety program and the delivery of any bid bonds. The Undersigned shall be solely responsible for ensuring compliance with the bidding and contract specifications and statutory requirements and acknowledges that Surety does not guarantee the acceptance of its bid bonds by any obligee.

4. Surety reserves the sole right, with absolute discretion, to terminate your access to Surety's systems and your authority to execute any bid bond and to take any other action Surety deems appropriate, without limitation for any reason whatsoever including, but not limited to, improper or unauthorized use of the powers and authority provided, or the breach of this Agreement, the General Indemnity Agreement, or any other terms and conditions of your relationship with Surety.

5. This Agreement shall be governed by the law (but not choice of law doctrines) of the State of New York regardless of whether you reside or transact business with Surety in New York or elsewhere.

6. The Undersigned hereby agree to indemnify, defend, and save and hold harmless Surety, its officers, employees, agents, partners, heirs, successors, and assigns from and against, and to fully reimburse Surety with respect to, any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses (including all attorney's fees and expenses, and court costs) asserted against or incurred by the Surety by reason of or arising out of Surety's agreement to allow the Undersigned to issue said bid bonds as provided herein above. The General Indemnity Agreement between Surety and the Undersigned is incorporated herein by reference as if set forth in full.

7. In addition to the events of default that are described in the General Indemnity Agreement and which are incorporated herein by reference, the Undersigned shall be in default if any of the following occur:

- I. The Undersigned breach any provision of this Agreement.
- J. The Undersigned misuse, abuse, improperly or unlawfully use the authority and powers specifically provided by Surety through the "Bonds-on-line" service, partnership account, or otherwise.
- K. The Undersigned breach the restrictions or limits issued or set forth by Surety with respect to the security code access and issuance of bid bonds.
- L. The Undersigned prepare any bid bond in excess of the specific limits set by Surety, in single or aggregate, and/or prepare any bid bond after Surety has revoked your authority and demanded the return of all documents, papers, powers, information, seals, and/or materials related to said Surety program.
- M. The Undersigned exercise any authority or power through a person not designated by Surety, improperly use or exercise the power-of-attorney given by Surety, or violate the limits, conditions, or restrictions of the partnership account or direct bid bond program.

8. Surety reserves the sole and exclusive right to alter, amend, cancel, revoke, and modify its partnership account and direct bond programs. The Undersigned hereby waive any claim or defense of any nature or description related to any changes Surety deems necessary, in its sole discretion, related to the program.

9. Upon demand of Surety, the Undersigned shall immediately return by hand or overnight delivery all documents, papers, forms, materials, powers, procedures, documents, seals, etc., related to Surety's partnership account and direct bid bond programs. In this event, the Undersigned shall remain liable pursuant to the terms of this Agreement. Failure to immediately comply with Surety's demand for the return of its forms, procedures, systems, access security codes, seals, powers, and all related materials will render the Undersigned strictly and absolutely liable to Surety for all costs, attorney's fees, and damages that it incurs because of, or in any way related to this breach and the enforcement of the terms of this Agreement.

10. The rights, powers, and remedies given to the Surety by this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Undersigned or others whether by the terms of any other agreement, by operation of law, or otherwise.

11. Surety, its officers, directors, agents, employees, servants, and attorneys, shall not be liable to the Undersigned for any damages or injuries that may be sustained by them, whatever kind or nature such may be, caused by or arising out of any actions taken, or statements, verbal, written or otherwise, made in good faith by the Surety in exercising or attempting to exercise any of its rights, duties, or privileges under this Agreement or under any other agreement between the Surety and any of the Undersigned, or under law or in equity, or under or relating to any bond that was requested from or executed by Surety or pursuant to its authority.

12 The Undersigned represent to the Surety that they have carefully read this entire Agreement and that there are no other agreements or understandings which in any way lessen or modify their obligations to Surety as set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, and the Undersigned who are partnerships, corporations, or unincorporated associates, have caused this Agreement to be duly executed by your duly authorized representatives, the day and year first above written.

COLONIAL SURETY COMPANY

PARTNERSHIP ACCOUNT INDEMNIFICATION AGREEMENT - ACKNOWLEDGEMENT OF SIGNATURE BY BANK PAGE

ACKNOWLEDGEMENT OF SIGNATURE BY BANK

Firm Name



By _____
(Signature) Title (Date)

Business Address

Firm Name



By _____
(Signature) Title (Date)

Business Address

Firm Name



By _____
(Signature) Title (Date)

Business Address

Firm Name



By _____
(Signature) Title (Date)

Business Address

Firm Name



By _____
(Signature) Title (Date)

COLONIAL SURETY COMPANY

_____ By _____ (SEAL)

COLONIAL SURETY COMPANY

PARTNERSHIP ACCOUNT INDEMNIFICATION AGREEMENT - ACKNOWLEDGEMENT OF SIGNATURE BY BANK PAGE

ACKNOWLEDGEMENT OF SIGNATURE BY BANK

(Signature) Individual Indemnitor (Date)

Residence Address

(Signature) Spouse Indemnitor (Date)

(Signature) Individual Indemnitor (Date)

Residence Address

(Signature) Spouse Indemnitor (Date)

(Signature) Individual Indemnitor (Date)

Residence Address

(Signature) Spouse Indemnitor (Date)

(Signature) Individual Indemnitor (Date)

Residence Address

(Signature) Spouse Indemnitor (Date)

(Signature) Individual Indemnitor (Date)

Residence Address

(Signature) Spouse Indemnitor (Date)

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