

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (this “Agreement”) is made effective on **the date set out below by and between** _____ **(Defendant/Principal)**, _____ **(Indemnitor)** **and** _____ (hereinafter referred to as Surety). **Principal and Indemnitor** make application to Surety for the execution of one or more Bail Bonds in the penal amount of _____ for Defendant/Principal (and in consideration of Surety arranging for execution or continuance of the Bail Bond(s), Principal and Indemnitor do jointly and severally agree as follows:

WHEREAS, the Principal has entered into an agreement with the Surety to make certain payments as premium for the posting of one or more bail bonds on his/her behalf. Further, the Principal has agreed to appear for court as ordered by the trial court.

WHEREAS, the Surety has posted one or more Bail Bonds on behalf of the Principal to authorize his release from jail awaiting resolution of the underlying criminal case or cases.

WHEREAS, the Principal and the Indemnitor desire to indemnify Surety from any losses, claims and/or litigation arising out of any breach of the Principal’s obligations relating to the bonds posted and specifically but not limited to if the Principal fails to appear for court and any of the bail bonds posted are forfeited by the trial court.

TERMS:

INDEMNIFICATION. The Principal and the Indemnitor shall fully defend, indemnify, and hold harmless Surety from any and all payments, claims, lawsuits, demand, causes of action, liability, loss, damage and/or injury, of any kind whatsoever whether brought by an individual or other entity including but not limited to any claim by the State or imposed by a court of law or by administrative action or any federal, state or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions negligence or willful misconduct on the part of Defendant/Principal and any claim arising from the Defendant/Principal failure to comply with his or her agreement to make any and all premium payments and his or her agreement to appear as required by a court of law. This indemnification also applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys’ fees and related costs or expenses including court costs and any bounty hunter fees incurred. The parties also agree in the event of a forfeiture that the indemnitor will reimburse Surety for all legal fees, expenses, and administrative costs which is agreed to be \$450.00 per forfeiture. The parties agree that if any payment is not made timely under this agreement, that the Surety may add interest at the rate of 10% per annum from the date the bond was written until the amount is finally paid.

AMENDMENT; MODIFICATION. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing and signed by all parties to this agreement.

WAIVER. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom estoppel, or otherwise.

ATTORNEYS’ FEES. If any legal action or other proceeding is brought in connection with this Agreement, the Surety will be entitled to recover reasonable attorneys’ fees in the amount of \$250.00 or 45% of the amount owed, whichever is higher, in addition to any other relief to which the Surety is entitled.

ENTIRE AGREEMENT. This agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements to the contrary.

ENFORCEABILITY, SEVERABILITY, AND REFORMATION. The intent of the Parties is to provide as broad an indemnification as possible under Texas Law. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, the remaining provisions shall continue to be valid and enforceable, then such provision shall be deemed to be written construed and enforced as so limited.

APPLICABLE LAW. This Agreement shall be governed exclusively by the laws of the State of Texas, without regard to any conflict of law provisions.

EXCLUSIVE VENUE AND JURISDICTION. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the state courts of _____. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that is brought in any other jurisdiction or venue.

This agreement shall be effective as this _____ day of _____, 201__.

Defendant/Indemnitor:
