



Application for Contract or Bid Bond

Bond No.: _____

Agency: _____

Amount: \$ _____

Premium: \$ _____

Please answer all questions in full and furnish copy of the contract with this application.

Applicant: _____

Address: _____

Obligee: _____ of _____

Description of Contract: _____

Contract Price: \$ _____ Amount of Bond: \$ _____

Bid Bond or Contract Bond: _____

Date of Bid or Contract: _____

Date Work to be Commenced: _____ Date Work to be Completed: _____

Indemnity Agreement

Should AXA PACIFIC INSURANCE COMPANY (hereinafter called the Company), execute or procure the execution of the Suretyship hereinbefore applied for, or other suretyship in lieu thereof, the undersigned (hereinafter called the Indemnitor) in consideration thereof, jointly and severally undertake and agree:

I. That the statements contained in the foregoing application are true.

II. To pay the Company in advance a premium in accordance with the Company's applicable schedule of rates for said suretyship, or any renewal, extension or continuation thereof, until the Indemnitor shall serve upon the Company written legal evidence of its final discharge from such suretyship or any renewal, extension or continuation thereof.

At the request of the Company, the Indemnitor undertakes and agrees to furnish the Company with a complete statement of the work performed under the contract and the price paid therefor by the obligee. In the event of any increase in the original contract price, the Indemnitor will pay the Company an additional premium computed on the amount of such increase at the rate charged by the Company for the suretyship covered by this application.

III. That the Indemnitor will perform all the conditions of said Bond, suretyship or contract, and any and all renewals and extensions thereof, and will at all times indemnify and save the Company harmless from and against all loss, damages, costs or expenses whatsoever, whether sustained or incurred by reason of the act, default or neglect of the Indemnitor, or on account of claims made under or in connection with the execution by the Company of the said suretyship and will place the Company in funds to meet the same before it shall be required to make payment and in case the Indemnitor requests the Company to join in the prosecution or defense of any legal proceeding the Indemnitor will, on demand of the Company, place it in funds sufficient to defray all expenses and all judgments that may be rendered therein.

IV. That the Indemnitor will indemnify and save harmless the Company as aforesaid by reason of, or in consequence of issuing such bond or bonds, suretyship or suretyships, as the Company may at any time, or from time to time, furnish to the Obligee to answer its requirements, whether in lieu of or in addition to, or by way of increase of the amount to the original bond, and/or by reason of, or in consequence of issuing or granting any renewal, renewals, extension, extensions and continuation or continuations of either the original bond or of any other bond or suretyship, or bonds or suretyships, whether furnished in lieu of, or in addition to the original bond, or by way of increase of the amount of the bond.

That the Indemnitor will indemnify and save harmless the Company as aforesaid notwithstanding any modification or alteration of the original bond or suretyship or other bond or suretyship in lieu of or in addition thereto, without notice to or approval by the Indemnitor, and notwithstanding that the Company may consent to any modification or alteration, modifications or alterations, extension or extensions of, or addition or additions to the contract between the Indemnitor and the Obligee without notice to or approval by the Indemnitor.

V. That the vouchers or other evidence of payments made by the Company under, or claimed by the Company to have been made under its obligations of suretyship or pursuant to the terms of Paragraph VI hereof shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company, whether said payments were made to discharge a penalty under said obligation, incurred in the investigation of a claim made thereon, adjusting a loss or claim in connection therewith, or in completing or attempting to complete the work covered by said contract, and whether voluntarily made or paid after suit and judgement against the Company.

VI. That for the better protection of the Company the Indemnitor does hereby assign, transfer and convey to the Company all right, title and interest in and to all tools, plant equipment and materials of every nature and description that the Indemnitor may now or hereafter have upon said work or in about the site thereof, including as well materials purchased for or chargeable to said contract, which might be in process of construction or stored elsewhere, or in transportation to said site and also assigns and conveys all rights in and to all subcontracts which have been or may hereafter be entered into and the materials embraced therein; and upon notice to or discovery by the Company of the failure of the Indemnitor to comply with any provision of the contract, surety or bond above mentioned, the Company, by its servants, authorized agents or attorneys may enter upon and take possession of such tools, plant, equipment, materials and subcontracts, and

