

INDEMNITY AGREEMENT

**YOU ARE ASSUMING
SPECIFIC OBLIGATIONS
READ CAREFULLY**

CHEROKEE BONDING COMPANY IN GAFFNEY, SOUTH CAROLINA, (hereinafter called the SURETY), at the request of the undersigned, and upon the surety hereof, has or is about to become SURETY on an appearance bond for _____
_____ (hereinafter called PRINCIPAL) in the sum of _____ \$ _____ Dollars
by its certain bond or undertaking, a copy of which is attached hereto and made a part hereof;

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, receipt whereof by me is hereby acknowledged, the undersigned does hereby undertake, agree and bind themselves, their legal representatives, successors and assigns, as follows:

1. That the undersigned will have the aforesaid _____
forthcoming before the above court named in said bond, attached hereto, at the time therein fixed, and from day to day and term to term thereafter, as may be ordered by the said court.
2. That the undersigned will, at all times, indemnify and save the said SURETY harmless from and against every and all claim, demand, liability, cost, charge, counsel fee, expense, suit order judgment or adjudication whatsoever which the said SURETY shall or may for any cause at any time sustain or incur, by reason or in consequence of the said SURETY having executed said bond or undertaking, will, upon demand, place the said SURETY in funds to meet every claim, demand, liability, cost, charge, counsel fee, expense, suit order, judgment or adjudication against it, by reason of such Suretyship, and before it shall be required to pay the same.
3. The conditions of said Indemnity Agreement provides that as long as there is any liability or loss of any nature whatever to the SURETY upon the bond referred to herein, the undersigned will not make any transfer, or any attempted transfer of any of the property, real or personal, given as security or which the undersigned may subsequently acquire or of any interest therein, and it is further agreed that the SURETY shall have a lien upon all property of the undersigned for any sums due it or for which it have become, or may become, liable by reason of said SURETY having executed the bond referred to herein.
4. That the voucher or other evidence of any payment made by the said 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 said SURETY.
5. That the said SURETY may withdraw from it Suretyship upon said bond or undertaking at any time that it appears to the said SURETY that the said PRINCIPAL does not intend to appear in court as contracted or any of the said Indemnitors becomes insolvent or refuses to cooperate with the said Surety in any manner in connection with said bail bond.
6. That the agreement shall not be returned by the said SURETY at the time it shall be satisfied of the termination of its liability under said bond or obligation, but shall be retained for any liability that may at any time thereafter occur.
7. That the failure of any of the undersigned to comply with the provisions of this agreement of indemnity shall be binding upon the others.
8. If any provision or provisions of this instrument be 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.
9. That the undersigned agrees to pay reasonable attorney fees incurred in the enforcement of this obligation and in the amount of 15 percent of the face principal amount of this agreement.
10. That the said SURETY shall have the right to transfer and assign, in whole or in part, all and every its rights and obligations under this agreement. Such transfers or assignments may be made either to a corporation, Surety Company, Insurance Company, individual or group of individuals, and howsoever made are to be in all things respected and recognized by the undersigned.
11. The undersigned hereby states that the said SURETY or its duly authorized Agents HAVE NOT recommended or suggested any Attorney or firm of Attorneys to represent the said Defendant.
12. The undersigned hereby acknowledges that this indemnity agreement sets forth all terms of the agreement between SURETY and the undersigned, and that any statements, representations or affirmation made by the SURETY and its agents prior to or contemporaneously with the execution of this indemnity agreement are to be or no force and effect whatever in determining the liability of the undersigned under this guaranty.

IN WITNESS WHEREOF the undersigned have duly executed these presents this _____ day of _____, 20_____.

X **READ CAREFULLY YOU ARE ASSUMING SPECIFIC OBLIGATIONS**

FULL SIGNATURE OF APPLICANT (Seal)

THE STATE OF SOUTH CAROLINA
COUNTY OF _____ ACKNOWLEDGEMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ A.D. 20 _____

Notary Public in _____ County,
SOUTH CAROLINA

COMMENTS:

