

## General Application



Kansas Automobile Dealers Association  
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AGENT \_\_\_\_\_ ADDRESS \_\_\_\_\_

- S.S. # \_\_\_\_\_  
FED ID# \_\_\_\_\_
1. Name of Applicant \_\_\_\_\_  
Address \_\_\_\_\_
  2. Type of Bond \_\_\_\_\_
  3. Amount of Bond \$ \_\_\_\_\_
  4. To Whom Payable \_\_\_\_\_

### INDEMNITY AGREEMENT

The undersigned applicant and indemnitors (collectively referred to as "Indemnitors") hereby request Nationwide Mutual Insurance Company, and/or AMCO Insurance Company, Allied Property and Casualty Insurance Company, and/or Depositors Insurance Company (collectively referred to as "Company") to become surety for the above bond(s), or any bond(s) in substitution for or in succession of the said bond(s). The Indemnitors certify that the information and statements provided to the Company for the purpose of securing this bond(s) are true and correct and further jointly and severally agree:

1. the Company is authorized and empowered, without notice to or knowledge of the Indemnitors, to assent to any change whatsoever in the bond(s), to execute or consent to the execution of any continuations, extensions, renewals, enlargements, modifications, changes, or alterations of the bond(s) and to execute any substitute or substitutes therefore, with the same or different conditions, provisions, and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the indemnitors shall remain bound under the terms of this Agreement even though any such asset by the Company does or may substantially increase the liability of said Indemnitors.
2. that the Company is hereby authorized to make any inquiry as may be necessary from financial institutions, persons, firms, credit reporting agencies and other entities in order to confirm and verify information provided to the Company by the indemnitors as an inducement for the issuance of the bond(s) or for the continuance of such bond(s).
3. to pay to the Company the usual annual premium until such time as the Company has been provided with satisfactory and conclusive evidence that all liability under the bond(s) has been terminated and no further liability exists.
4. to perform all the conditions of such bond(s) and to indemnify and save the Company harmless from any and all liability, demands, losses, costs, damages and expenses, including attorney and counsel fees, which the Company may sustain or incur by reason of or in consequence of the execution of such bond(s) by the Company, or incurred in obtaining a release of liability or evidence of termination under such bond(s) or incurred by the company in enforcing any provision of this agreement.
5. that upon demand by the Company for any reason whatsoever, to deposit funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such bond(s).
6. that the Company shall have the exclusive right to adjust, settle or compromise any claim under such bond(s) unless one or more of the Indemnitors shall, in writing, request the Company to litigate such claim and shall deposit immediately with the Company collateral satisfactory to the Company in kind and amount.
7. that the itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the Indemnitors to the Company.
8. that the Company may decline to become surety on any bond(s), and in case it does act as surety the Company shall have the right to withdraw or cancel any bond(s) whenever it shall see fit; and in any event the Company shall not be required to disclose the reason upon which its action is based and shall not be responsible for any loss or damage that may be sustained by reason of such action.
9. that in the event of any payment by the Company, the indemnitors shall pay the Company interest on such amounts at the maximum legal rate from the date such payments are made.

This agreement of Indemnity shall be deemed effective as of the date of execution of the bond(s) even though it may be signed subsequent to this date.

\_\_\_\_\_  
(Name of Applicant)

|               |                          |  |           |
|---------------|--------------------------|--|-----------|
| (Date Signed) | By _____<br>(Indemnitor) |  | SS# _____ |
| (Date Signed) | (Indemnitor)             |  | SS# _____ |
| (Date Signed) | (Indemnitor \ Spouse)    |  | SS# _____ |
| (Date Signed) | (Indemnitor)             |  | SS# _____ |
|               |                          |  | SS# _____ |