

- G. Bond Declination. Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitor, or any person or entity, as a result of such declination.
- H. Termination. An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.
- I. Issuing Surety. Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.
- J. Electronic Image. An electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
- K. Bond Changes. The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond.
- L. Other Agreements. Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any Indemnitor and the Surety but shall be in addition to such other agreement unless expressly stated otherwise herein.
- M. Amendment: Assignment. This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.
- N. Date of Agreement. The date of this Agreement shall be the earliest date that any Indemnitors executes this Agreement.

**PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and spouses must sign as personal indemnitors. Refer to the boxes at right for examples of proper indemnity by indemnitor type. BY SIGNING THIS INDEMNITY, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ON PAGES ONE AND TWO OF THIS DOCUMENT.**

(1) Dated: February (Month), 6 (Day), 2011 (Year)

Company Name (Print): NEK Excavating Corp.  
(As listed on questionnaire)

Entity Type:	Proper Indemnity:
Sole Proprietor	John Doe, Owner
Partnership	Jane Doe, Partner
Corporation	John Doe, President
LLC	Jane Doe, Managing Member

Authorized Signature X [Signature] Title: Owner  
 (Printed) Jason Patenaude Title: owner

Indemnitor Type:	Proper Indemnity:
Personal	John Doe, Indemnitor
Spouse	Jane Doe, Indemnitor

(2)

Indemnitors: Signature X \_\_\_\_\_ Indemnitors: Signature X \_\_\_\_\_  
 (Printed) \_\_\_\_\_ Spouse: (Printed) \_\_\_\_\_

Indemnitors: Signature X \_\_\_\_\_ Indemnitors: Signature X \_\_\_\_\_  
 (Printed) \_\_\_\_\_ Spouse: (Printed) \_\_\_\_\_

Indemnitors: Signature X \_\_\_\_\_ Indemnitors: Signature X \_\_\_\_\_  
 (Printed) \_\_\_\_\_ Spouse: (Printed) \_\_\_\_\_

Indemnitors: Signature X \_\_\_\_\_ Indemnitors: Signature X \_\_\_\_\_  
 (Printed) \_\_\_\_\_ Spouse: (Printed) \_\_\_\_\_

All business submitted on this Indemnity Agreement shall be reviewed and underwritten by Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077