

Application for Title Subcontractors {aka Independent Contractor}

The Hanover Insurance Company / Massachusetts Bay Insurance Company / Hess, Egan, Hagerty and L'Hommedieu
Chevy Chase, MD 20815 tab@hessegan.com - 301-654-3600

Insured Legal Name of Applicant: _____
Year Estab. _____ Tax ID number _____ E-mail Address _____
Phone: _____ Fax: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____

Name of Affiliated Interest(s) (i.e. law firm, realtor, builder, mortgage company, etc.) if any:

References for Title Experience

Name _____ Firm _____ Phone Number _____
Name _____ Firm _____ Phone Number _____
Name _____ Firm _____ Phone Number _____

Coverage \$ 100,000 Surety Bond for which state _____

AGREEMENT OF INDEMNITY

WHEREAS, at the request of the undersigned (hereafter referred to as "Indemnitors"), and upon the condition precedent that this Agreement be executed, The Hanover Insurance Company and/or Massachusetts Bay Insurance Company, 100 North Parkway, Worcester, Massachusetts 01605 (hereafter individually and collectively referred to as "Surety"), has executed, or may in its discretion hereafter execute certain surety contracts (hereafter referred to as "bonds") on behalf of any one or more of the Indemnitors, in which bonds the Indemnitors hereby affirm they have a substantial, material and beneficial interest.

NOW, THEREFORE, in consideration of the execution, continuance or extension of such bonds, the Indemnitors, jointly and severally, agree in favor of the Surety as follows.

1. The Indemnitors shall exonerate, indemnify, and save harmless the Surety from and against all loss, cost and expense which the Surety may pay or incur, including, but not limited to, interest, court costs and attorney fees resulting from its having executed or procured the execution of the bonds, or in enforcing the Indemnitor's obligations under the terms of this Agreement. The Indemnitors will promptly pay to the Surety all premiums for such bonds, and will continue to pay the same where such bonds are continued, until the Indemnitors shall serve evidence satisfactory to the Surety of its bond discharge or release.

2. Payment shall be made to the Surety by the Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor, in an amount deemed necessary by the Surety to indemnify it from any loss, cost, or expense. The Surety may adjust, settle compromise any claim, suit, or other proceeding arising out of any bond against the Surety and /or any Indemnitor. In the event of any payment by the Surety, the Indemnitors agree to immediately reimburse the Surety for any and all payments made under the Surety's belief that liability for the payment existed or that payment was necessary or expedient, whether or not such liability, necessity, or expediency existed. Vouchers or other evidence of payment by the Surety shall be prima facie evidence of the fact and amount of such liability, necessity or expediency and of the Indemnitors' liability to the Surety therefor.

3. The Indemnitors hereby authorize the Surety or its authorized agent to make any inquiry which it deems necessary of any financial or credit institutions, persons, firms, and corporations in order to obtain information relating to the Indemnitors' payment history and credit status in order to verify or obtain information concerning the Indemnitors' credit history or any other information submitted in connection with the application for bonds. The Surety may decline to execute any bond without impairing the validity of this Agreement, and the Indemnitors agree not to make claim against the Surety due to its refusal or failure to so execute.

4. This Agreement applies to bonds written by the Surety on behalf of the Indemnitors and any of their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, joint ventures or co-ventures in which any of the Indemnitors, their wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates have an interest or participation, whether open or silent, jointly, severally, or in any combination with each other, now in existence or which may thereafter be created or acquired.

IN WITNESS WHEREOF, the Indemnitors have executed or have caused the Agreement to be duly executed by their authorized representatives on this _____ day of _____ in the year of _____

Witness to Individual or Proprietorship signature

Individual and Proprietorship applicant sign here

Third Party Indemnitor(s) sign below-

In Consideration of The Hanover Insurance Company Massachusetts Bay Insurance Company executing the bond(s) hereinabove applied for, we jointly and severally join in the foregoing indemnity agreement.

Witness

Indemnitor - Include Social Security / Tax I.D.# (_____)

Witness

Indemnitor - Include Social Security / Tax I.D.# (_____)