



Fenchurch General Insurance Company

General Indemnity Agreement

Entered into on this _____ day of _____, 20____.

By:

1.
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3.
4.
5.
6.
7.
8.
9.
10.

(hereinafter referred to as the "Undersigned").

and

FENCHURCH GENERAL INSURANCE COMPANY
and/or its successors or assigns

Surety: **FENCHURCH GENERAL INSURANCE COMPANY**, its successors or assigns and any other surety when acting as such at the request of **Fenchurch General Insurance Company**, as sole surety, co-surety, or re-insurer.

The undersigned(s) have expressly requested that this document be drawn up and executed in the English language.
Le client a expressement demande que ce document soit redige enlangue anglaise.

PLEASE INITIAL EACH PAGE OF THIS INDEMNITY AGREEMENT



In this Agreement, the words Bond, Person, Undersigned and Principal are defined:

Bond: (1) Contract of suretyship guaranty or indemnity; (2) the continuation, extension, alteration, renewal or substitution of such contract;

Person: Individual(s), partnership(s), association(s), corporation(s) or any other legal or commercial entity(ies);

Undersigned: Person(s) who execute this agreement, including the Principal;

Principal: One or more undersigned or any partnership, association, corporation or other legal or commercial entity in which Undersigned have a substantial, material and/or beneficial interest to the extent that the partnership, association, corporation or other legal or commercial entity would be considered a subsidiary, associated or affiliated company of Undersigned who, alone or with other Person(s) have secured, or may secure the performance and fulfillment of obligations by Bond(s) (whether or not required to do so by statute, ordinance, contract, order of court, rule of court, or otherwise), executed, provided or procured by Surety.

By the execution hereof Undersigned, whether or not Principal in bond(s) (1) expressly warrant that Undersigned have a substantial material and/or beneficial interest in the performance and fulfillment of obligations secured or to be secured by Bond(s) in behalf of Principal; (2) understand that (a) Surety has executed, provided or procured Bond(s) in behalf of Principal or will consider requests for Surety to execute, provided or procure Bond(s) in behalf of Principal; (b) Principal may be the sole obligor principal in Bond(s), or Principal may be a member of a partnership or joint-venture which is the obligor principal in Bond(s)

EACH INDEMNITOR OR CORPORATE REPRESENTATIVE IN CONSIDERATION OF THE PREMISES AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, UNDERSIGNED COVENANT AND AGREE THAT:

1.1 This Agreement binds Undersigned and the heirs, personal representatives, successors and assigns thereof, jointly and severally, to Surety in connection with all Bond(s) heretofore or hereafter executed, provided or procured by Surety on behalf of Principal in any penal sum and in favor of any obligee(s).

1.2 This Agreement inures to the benefit of any cosurety or reinsurer of Surety on said Bond(s).

2.1 Undersigned will pay or cause to be paid to Surety, its successors and assigns, premium charged or to be charged by Surety in accordance with its Manual of Rates, for executing, providing or procuring Bond(s) for Principal.

3.1 Undersigned shall exonerate, indemnify, and keep indemnified Surety from and against any and all liabilities, losses and expenses of whatsoever kind or nature (including but not limited to interest, party and party costs solicitor and client costs. Judicial and extrajudicial court costs and counsel fees) imposed upon, sustained or incurred by Surety by reason of:

3.1.1 Surety having executed provided or procured Bond(s) on behalf of Principal; or

3.1.2 Undersigned's failure to perform or comply with any of the provisions of this Agreement

3.2 In order to exonerate or indemnify Surety, Undersigned shall, upon demand of Surety, place Surety in funds before Surety makes any payment; such funds shall be, at Surety's option, money or property, or liens or security interest in property. The amount of such money or property or the value of the property to become subject to liens or security interests, shall be determined by Surety.

4.1 The liability of Undersigned hereunder shall extend to and include all amounts paid by Surety in good faith under the belief that:

4.1.1 Surety was or might be liable therefor;

4.1.2 Such payments were necessary or advisable to protect any of Surety's rights or to avoid or lessen Surety's liability or alleged liability.

4.2 The liability of Undersigned to Surety shall include interest from date of Surety's payments at the maximum rate permitted in the jurisdiction in which this Agreement is enforced, or is enforceable.

4.3 The voucher(s) or other evidence of such payment(s) or an itemized statement of payment(s) sworn to by an officer of Surety shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety.



5.1 Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

5.2 Each Undersigned is the agent for all Undersigned for the purpose of accepting service of any process in the jurisdiction in which the Undersigned accepting the process resides, is domiciled, is doing business or is found.

5.3 In the event Surety should file suit at law or in equity to enforce the terms of this Agreement, Surety shall be entitled to recover both its solicitor and client costs, as well as party and party costs, its judicial and extrajudicial costs, its own attorney's fees and expenses in connection with such suit

6.1 When Bond(s) secure the performance and fulfillment of contracts, Principal, with the consent of Undersigned, agrees that:

6.1.1 The Surety has the right of Exoneration and Subrogation; and

6.1.2 Surety's rights of Exoneration and Subrogation may be enforced as provided by applicable law or, at option of Surety, as follows:

(a) with respect to each specific contract secured by Bond(s) all money and property representing the consideration for the contract is dedicated for:

(i) the performance of the contract;

(ii) the payment of obligation(s) to subcontractor(s), labourer(s) and supplier(s) of material(s) and service(s) incurred or to be incurred in the performance of the contract for which Surety is liable under Bond(s); and

(iii) the satisfaction of the obligations herein and all other indebtednesses and liabilities of Principal to Surety;

(b) to partially implement this dedication Surety may, in its sole discretion, demand that Principal request delivery of the consideration for the contract to a bank designated by Surety for deposit of the proceeds of the consideration for the contract(s) in an account in the name of Principal designated as a "Special Account" and withdrawal(s) from said "Special Account" shall be by cheque(s), payable to the beneficiaries of this dedication, signed by a representative of Principal and by a representative of Surety;

(c) This dedication may be implemented in any other manner provided at law or in equity.

6.1.3 In the event of: (1) any breach of any of the agreements herein; (2) any breach, delay or default in any contract secured by Bond(s); (3) any breach or default of Bond(s); (4) any change or threat of change in the character, identity, control, beneficial ownership or existence of Principal; (5) any assignment by Principal for the benefit of creditors; (6) the appointment of a receiver or trustee or any application for appointment of a receiver or trustee for Principal, whether insolvent or not; (7) any proceedings or the exercise of any rights by any Person which deprives or impairs Principal's use of its plant, machinery, equipment, plans, drawings, tools, supplies or materials; (8) upon the happening of any event other than those specified in (1) through (7) and completely different from those events, which, in its sole opinion, may expose Surety to loss, cost or expense.

(a) Therefore, Principal assigns and transfers to Surety all its rights, titles and interests under contracts secured by Bond(s), all its recourses, rights, privileges and claims arising or growing out of contracts and work done thereunder secured by Bond(s) and all its rights, titles and interests in machinery, equipment, tools and materials wherever located and owned by Principal;

(b) Surety shall have the right, in its discretion, to take possession of any part or all of the work under contract(s) secured by Bond(s) (together with plant, machinery, equipment, job, books and records, plans, drawings, tools, supplies or material wherever located and owned or useable by Principal) and, at the expense of Undersigned, to complete or cause completion of any such work, or relet or consent to the reletting or completion of such contract(s); and,

(c) Surety is authorized and empowered to assert, pursue and prosecute, in its discretion, and at expense of Undersigned (in the name of Principal or in the name of Surety), all claim(s) of Principal arising or growing out of contract(s) and work done thereunder secured by Bond(s) against:

(i) Obligee(s) in Bond(s); or

(ii) Any Person, government or governmental agency.

The authority and power to prosecute said claim(s) is deemed to include the authority to settle said claim(s) or any part thereof; and, the money or property awarded by obligee(s) representative, a judicial or quasi-judicial officer or a panel or board, or the money or property to become due in settlement of said claim(s) is deemed to be a portion of the "money or property representing the consideration for the contract" and subject to the dedication in subparagraph 6.1.1 of this paragraph.

7.1 Undersigned are not obligated to request Surety to execute, provide or procure Bond(s) required of them in the performance and fulfillment of obligations.



7.2 Surety has the right to decline to execute, provide or procure Bond(s) requested by Principal.

7.3 If Surety executes, provides or procures the execution of a bid or proposal bond, Surety has the right to decline to execute the final Bond(s) (including, but not limited to, performance, payment or maintenance bond(s) that may be required in connection with any award that may be made under the bid, proposal or tender for which the bid or proposal bond is given.

8.1 Undersigned shall not be relieved of liability hereunder by any change, addition, substitution, continuation, renewal, extension, successor or new obligation in connection with Bond(s) or any contract(s) secured thereby, whether known or consented to by Surety, and notice of surety's consent is hereby waived.

9.1 Surety's rights hereunder shall be deemed to be cumulative with, and in addition to, all other rights of Surety, however derived.

9.2 Surety is not required to exhaust its remedies or rights against Principal or to await receipt of any or final dividends from the legal representative(s) or Principal before asserting its rights hereunder against Undersigned.

9.3 This Agreement shall be liberally construed so as to protect, exonerate and indemnify Surety.

10.1 At any time during business hours and until such time as:

10.1.1 The liability of Surety under Bond(s) is terminated; or

10.1.2 Surety is fully reimbursed all its loss, cost or expenses as a result of having executed, provided or procured bond(s) in behalf of Principal. Surety shall have access to the books, records and accounts of Undersigned.

10.2 When requested by Surety, banks, depositories, obligees in Bond(s), materialmen, supply houses, or other Person(s) are hereby authorized to furnish Surety any information requested with respect to Principal.

11.1 There shall be no waiver, modification or change of the terms of this Agreement without the written approval of an officer of Surety.

11.2 This Agreement may be terminated by any Undersigned upon written notice given to Surety by Registered Mail addressed to Surety at its Office in Mississauga, Ontario.

11.3 Such Termination shall not be effective until thirty (30) days after receipt of the said written notice by Surety.

11.4 Such termination shall not relieve any Undersigned from liability to Surety arising out of Bond(s) executed, provided or procured by Surety in behalf of Principal in reliance on this Agreement prior to such termination, nor shall it affect, in any manner, liability of any of Undersigned as do not give the notice required herein.

By executing this Agreement you are bound to Surety with respect to all Bond(s) executed, provided or procured or to be executed, provided or procured by Surety on behalf of Principal as defined on Page 1.

EACH INDEMNITOR OR CORPORATE REPRESENTATIVE PLEASE INITIAL EACH PAGE OF THIS INDEMNITY AGREEMENT

In witness thereof, the parties hereunder have signed this contract at _____, _____

This _____ day of _____, 20____.



The Undersigned (s)

<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p>
<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p>
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<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p>

P.S.: If a Corporation, affix seal. Attach copy of Board of Directors resolution ratifying Officers execution of this Agreement.

**CAUTION !
Read before signing!**

By executing this AGREEMENT you are bound to SURETY with respect to all BOND(S) executed, provided or procured or to be executed, provided or procured by SURETY in behalf of PRINCIPAL, as defined on page 1.

EACH INDEMNITOR OR CORPORATE REPRESENTATIVE PLEASE INITIAL EACH PAGE OF THIS INDEMNITY AGREEMENT



Personal Indemnitors

<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Address</p>
<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Address</p>
<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Address</p>
<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Address</p>
<hr/> <p style="text-align: center;">Witness</p>	<hr/> <p style="text-align: center;">Name</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Address</p>

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