

Nielson, Mosholder & Associates

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FLORIDA DEPARTMENT OF CONSUMER SERVICES
\$15,000 ATHLETE AGENT
Two Year Prepaid Premium \$151.95

June 1st through May 31st

Premium includes 1.3% Catastrophe Fund mandated by the Office of Insurance Regulation Statute 215.555

TO QUALIFY YOU MUST HAVE A CLEAN CREDIT REPORT - FAX BACK COMPLETED APPLICATION FOR APPROVAL

NAME OF ATHLETE AGENT: _____
BUSINESS ADDRESS: _____ CITY _____ STATE _____ ZIP _____
BUSINESS PHONE NO: _____ BUSINESS FAX NO: _____ HOME NO: _____
PREVIOUS BONDING COMPANY: _____ REASON FOR CHANGING: _____
HAS A SURETY COMPANY PAID ANY CLAIMS FOR YOU IN THE PAST: _____ DETAILS: _____
NUMBER OF YEARS IN BUSINESS: _____ EFFECTIVE DATE OF BOND: _____

AGREEMENT OF INDEMNITY

Platte River Insurance Company

In this Agreement, those who sign below will be referred to as the INDEMNITORS. The surety company will be referred to as the SURETY. The INDEMNITORS represent that one, some or all of the INDEMNITORS have asked the SURETY to issue a bond that they, both jointly and severally, have a substantial and beneficial interest in receiving the bond. In consideration of the SURETY issuing a bond as requested, the INDEMNITORS, both jointly and severally agree:

1. To promptly pay the Bond premiums as they become due, including renewal premiums, until proof satisfactory to the SURETY is furnished of its discharge from liability.
2. To indemnify and hold harmless the SURETY from all losses and expense of whatever kind, including but not limited to, cost of investigation, court costs and attorneys fees (Loss) resulting from the issuance by SURETY of a bond or the enforcement of this Agreement.
3. To deposit with the SURETY such funds as the SURETY, in its sole discretion, deems appropriate to discharge any claim made against the SURETY on any Bond regardless of whether the SURETY has made payment on such claim. These funds may be used by the SURETY to pay such claims or be held by the SURETY as collateral security against loss or expense on any Bond.
4. To regard the loss as proven when the SURETY provides documentation indicative of payment, including but not limited to, copies of claim drafts or checks.
5. To permit the SURETY and/or its representatives to conduct such investigations of indemnitors including the examination of assets, books, records and credit history as the SURETY deems appropriate.
6. That the SURETY has no obligation to issue any Bonds at any time and may seek release from any Bond at any time without consequence.
7. That this agreement shall inure to the benefit of the SURETY'S co-sureties and reinsurers.
8. That the validity of this agreement shall not be impaired by, the SURETY shall incur no liability on account of, and the INDEMNITORS need not be notified of: (a) The SURETY issuing the Bond and any renewals thereof. (b) The SURETY'S consent or its failure to consent to changes in the terms, provisions, and/or the obligations of the Bond or the obligations secured by the Bond. (c) The taking, failing to take or releasing of security, collateral and/or assignments. (d) The release by the SURETY of the INDEMNITORS or any one of them. (e) Any information which may come to the attention of the SURETY which may affect its rights and liabilities and/or those of the INDEMNITORS or any one of them. WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS DESCRIBED HEREIN Dated

**I agree that any electronic signatures (including facsimile signatures) utilized in connection with the execution of this document shall be considered originals and be fully binding and enforceable. Further, the use of any electronic signature by a party shall be evidence of that party's intent to be bound to the terms of such document. The parties agree that they shall not raise any defense (statutory or otherwise) to the enforceability of this document based upon the fact an electronic signature has been used.*

PLEASE SIGN AND HAVE ALL ORIGINAL SIGNATURES WITNESSED BY SOMEONE NOT ALREADY SIGNING

WITNESS; The following signature(s) this _____ day of _____, 20 _____

By: _____
Witness

By: _____
Applicant print name: _____
Home address: _____
City: _____ State: _____ Zip: _____
SS # _____ Driver's License No: _____
Home Phone No: _____

By: _____
Witness

By: _____
Spouse print name: _____
SS # _____ Driver's License No: _____

FLORIDA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, FRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE. Laura D. Mosholder #A185646