

For: Certified Check Replacement

**DECLARATION OF LOSS
AND INDEMNIFICATION BOND**

DATE: _____

Fitzsimons Federal Credit Union
2201 N Fitzsimons Pkwy
Aurora, CO 80045

WITNESSETH:

WHEREAS, the undersigned claimant represents that he/she is entitled to receive the amount of a cashier's check, teller's check, or certified check in the amount of \$_____ described as:_____ that was lost, destroyed or stolen; and

WHEREAS, the undersigned further represents to the Credit Union that:

- a) the undersigned has lost possession of the check; and
- b) the undersigned is the drawer or payee of the check, in the case of a certified check, or the remitter or payee of the check, in the case of a cashier's check or teller's check; and
- c) the undersigned's loss of possession of the check was not the result of a transfer by the undersigned or a lawful seizure; and
- d) the undersigned cannot reasonably obtain possession of the check because the check was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

NOW, THEREFORE, in consideration of the Credit Union accepting this declaration of loss and indemnification bond from the undersigned, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. The undersigned understands and acknowledges that this claim will not become legally enforceable until the later of: (a) the time the claim is asserted, or (b) the 90th day following the date of the check, in the case of a cashier's check or teller's check, or (c) the 90th day following the date of acceptance, in the case of a certified check.

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2. In the event that any claim or demand is made at any time for these funds by any third party, the undersigned agrees to immediately (within 10 days after demand by the Credit Union) reimburse the Credit Union for the funds in the amount of \$_____, without regard to the merit of the third party claim or demand, and without regard to whether any possible defense to repayment exists. In the event of a breach of this covenant by the undersigned, the undersigned shall be liable to the Credit Union for all costs and attorney's fees expended to enforce this bond and agreement, in addition to the actual amount not reimbursed by the undersigned.

3. Furthermore, the undersigned, jointly and severally, hereby agree(s) to indemnify, keep indemnified and save the Credit Union harmless from and against any and all claims, demands, actions, proceedings, judgments, losses, damages, attorney fees, payments, expenses and liabilities whatsoever, which the Credit Union, at any time shall have or may sustain or incur by reason of the credit union accepting this declaration of loss and indemnification bond from the undersigned and in reliance thereon reimbursing the amount of the check to the undersigned.

This agreement shall inure to and be binding upon Fitzsimons Federal Credit Union and the undersigned, as well as the undersigned's respective assigns, successors and legal representatives. This agreement shall be construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, this agreement has been executed this ____ day of _____, 200__.

Print Name (1)_____ (2)_____

Signature (1)_____ (2)_____

Address:_____ Address_____

Phone:_____ Phone:_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 200__.

NOTARY PUBLIC

My commission expires: