

**SURPLUS INSURANCE BROKERS AGENCY INC**

**P O BOX 749**

**SOUTH BEND IN 46624-0749**

**PH: 800-342-5706, FAX: 800-578-7758**

**APPLICATION FOR BOND**

<b>BOND INFORMATION</b>	Type of Bond ( <b>Attach Bond Form</b> ):	Amount of Bond:	Effective Date:
Obligee Name:		Obligee Address: (Street, City, State, Zip Code)	

<b>BUSINESS INFORMATION</b>	Company Name ( <b>Must be exactly as it appears on license</b> ):					Business Phone #:
Company Address:		City:	State:	Zip Code:	Business Net Worth: \$	Corp Tax ID (if any)
<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		Date Business Started?	Number of years as Owner?		# of Owners, Partners or Members?	
Years of experience in this field?		Previous Bonding Company?	Reason for Changing Bonding Company?			
Name & Branch of Bank:		Bank Reference:	Acct No.:	Acct Balance:	Line of Credit:	

<b>PERSONAL INFORMATION</b>	Applicants Name:		Social Security #:		Date of Birth:	
Spouse's Name:			Social Security #:		Date of Birth:	
Residence Address:		City:	State:	Zip Code:	<input type="checkbox"/> Own <input type="checkbox"/> Rent	
Estimated Personal Net Worth:		Balance of Mortgage Owed:		Percentage Ownership of business:		

**Additional Owners or Partners**

<b>PERSONAL INFORMATION</b>	Name:		Social Security #:		Date of Birth:	
Spouse's Name:			Social Security #:		Date of Birth:	
Residence Address:		City:	State:	Zip Code:	<input type="checkbox"/> Own <input type="checkbox"/> Rent	
Estimated Personal Net Worth:		Balance of Mortgage Owed:		Percentage Ownership of business:		

**Has/Does the business or Owner(s)**

Ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have any lawsuits pending? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have any unsatisfied judgments? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have pending or prior tax liens? <input type="checkbox"/> Yes <input type="checkbox"/> No
Ever canceled by a surety? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever caused a surety a loss? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever had a license suspended or denied? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ever compromised with creditors? <input type="checkbox"/> Yes <input type="checkbox"/> No

**(If you answered "Yes" to any of the above questions, please attach a full explanation)**

Do you sell new or used vehicles?	NEW	USED	
Do you offer warranties with your vehicles?	Yes	No	If so, how long?
Have you or any of the owners operated under another name?	Yes	No	If so, provide details.
If so, were all the creditors satisfied?	Yes	No	If not, provide details.

*\*All information furnished on this Application will be utilized and relied upon in the issuance of any bonds on and after the date above.*

AGREEMENT OF INDEMNITY

The undersigned and each of them hereby certify that the statements contained herein are true, and are made to induce SURETY (herein called Surety) to execute or continue the suretyship described herein and authorize SURETY to confirm bank balances and all other items which appear in said statement In consideration of the execution by SURETY of the suretyship herein applied for. I (we) agree:

- 1. To pay to SURETY upon demand:
(a) All loss and expense, including attorneys' fees, for which SURETY shall become liable by reason of such suretyship, whether or not SURETY shall have paid such loss and expense at the time of demand:
(b) The annual premium for such suretyship until satisfactory evidence of termination of liability shall be furnished to SURETY.
(c) All attorneys' fees and costs incurred by SURETY in enforcing this agreement
(d) An amount sufficient to discharge any claim against SURETY by reason of such suretyship. This sum may be used to pay such claim of be held by SURETY as collateral security against loss.
2. SURETY shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
3. An itemized statement of loss and expense incurred by SURETY, sworn to by an officer of SURETY, shall be prima facie evidence of the fact and extent of my (our) obligation to SURETY.
4. SURETY may procure its release from said suretyship under any law for release of sureties without liability to me for any damage I sustain therefrom.
5. That this agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.
6. That if this suretyship is given in connection with lost instruments or securities, and such lost instruments come into my possession at any time, I will, at my own cost and expense deliver or cause such said securities to be delivered to SURETY.
7. A representative of SURETY may at any time examine any assets held in trust under this suretyship, and SURETY may, at its option, exercise joint control or joint custody with me over such assets.
8. That if said suretyship is cancelable this agreement may be terminated, upon written application to SURETY, only by written notice from SURETY stating when such termination will take effect
9. A photocopy or facsimile of the signatures will be as binding as original signatures.
10. All premiums are fully earned upon issuance of 1st year & renewals, unless prohibited by law, "or is contrary to Surety's filed rates."
11. At the Company's option, monies due or to become due the undersigned from any company, to include, American Contractors Indemnity Company, Capitol Indemnity Corporation, Old Republic International General Insurance Group, Platte River Insurance Company or any other Surety Company, through insurance proceeds or bonding payments may be utilized to pay or help pay obligations incurred under this agreement as an offset.
12. "Fair Credit Reporting Act Notice" This notice is given to comply with the Federal fair Credit Reporting Act (Public law 91-508) and any similar state law which is applicable. As part of our underwriting procedure, a routine inquiry may be made which will provide information concerning character, general reputation, personal characteristics and mode of living. Upon request, additional information as to the nature and scope of the report, if one is made, will be provided.

Signed and dated this \_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_

SIGNATURE OF APPLICANT FOR BOND

If sole proprietorship, owner should sign; if partnership, all partners must sign; if corporation, president must sign, with signature attested by corporate secretary under corporate seal; all individual applicants should sign.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

X \_\_\_\_\_  
Attest Corp Signature

X \_\_\_\_\_  
PRINT NAME & TITLE

in consideration of the execution by SURETY of the bond herein applied for, the undersigned, jointly and severally, join in the foregoing indemnity agreement

SIGNATURE OF PERSONAL INDEMNITORS

\_\_\_\_\_  
PRINT NAME OR NAMES

\_\_\_\_\_  
PRINT NAME OR NAMES

X \_\_\_\_\_  
INDEMNITORS SIGNATURE

X \_\_\_\_\_  
INDEMNITORS SIGNATURE

X \_\_\_\_\_  
INDEMNITOR / SPOUSAL SIGNATURE

X \_\_\_\_\_  
INDEMNITOR / SPOUSAL SIGNATURE

PLEASE SIGN IN BOTH PLACES  
ONCE FOR THE FIRM, ONCE AS INDIVIDUAL INDEMNITOR  
(\*Please note: A signing spouse is signing as an indemnitor on the bond as used above)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR BONDS CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.