

## COMMERCIAL BOND APPLICATION

### BOND INFORMATION

TYPE OF BOND:	BOND AMOUNT:	EFFECTIVE DATE:
WHO IS REQUIRING YOU TO GET THIS BOND (OBLIGEE):	OBLIGEE ADDRESS:	

### GENERAL INFORMATION

#### OWNER

APPLICANT NAME:		SOCIAL SECURITY NUMBER:	
SPOUSE NAME:		SOCIAL SECURITY NUMBER:	
PERSONAL ADDRESS:	CITY:	STATE:	ZIP:

#### PARTNER/ADDITIONAL OWNER

APPLICANT NAME:		SOCIAL SECURITY NUMBER:	
SPOUSE NAME:		SOCIAL SECURITY NUMBER:	
PERSONAL ADDRESS:	CITY:	STATE:	ZIP:

### BUSINESS INFORMATION

BUSINESS NAME:			LEGAL NAME TO APPEAR ON BOND (PLEASE BE PRECISE):		
BUSINESS ADDRESS:			CITY:	STATE:	ZIP:
TYPE OF COMPANY:	BUSINESS PHONE:	FAX:	CELL PHONE:	EMAIL:	
DATE BUSINESS BEGAN:	YEARS EXPERIENCE:	TAX ID (FEIN):	CURRENT SURETY (IF ANY)		CURRENT PREMIUM:

#### OWNER QUESTIONS

HAVE YOU EVER CAUSED A LOSS TO A SURETY?	YES	NO
HAS YOUR LICENSE BEEN SUSPENDED OR REVOKED?	YES	NO
HAVE YOU EVER FILED FOR BANKRUPTCY?	YES	NO
ANY LIENS, CLAIMS OR JUDGEMENTS?	YES	NO

IF YES TO ANY OF THE ABOVE, PLEASE EXPLAIN:

### Credit Authorization

Each Indemnitor/Applicant authorizes Bonding Solutions and respective surety companies to obtain information from third parties, including personal credit reports, in connection with underwriting and each Indemnitor/Applicant's compliance with indemnity agreements, bonded contracts and bonds. Each Indemnitor/Applicant releases such third parties from liability resulting from the provision of such information.

### Fair Credit Reporting Act

Accept this as notice given to comply with the Federal fair Credit Reporting Act (Public law 91-508) and any/all state laws which are applicable. As part of underwriting, a routine credit report may be pulled on any Indemnitor/Applicant which will provide information concerning credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics and mode of living. A copy of the Indemnitor/Applicant's report may be provided if requested.

### Agency Terms

By submitting this form, you are assuring that you are disclosing true information regarding the applicant and business applying for a surety bond. Per that assurance, Bonding Solutions, LLC will procure and offer bond terms. Bonding Solutions, LLC is not liable for inaccuracies or fraudulent statements represented on this form provided by the applicant. Bond charges will be due at the time of bond issuance. Pricing will include all premiums, commissions and fees. This notice shall serve as writing pursuant to Arizona Department of Insurance and all licensed Agents shall comply with their applicable state regulations regarding fees.

### Fraud Notices: See Applicable State Below

**Arkansas, Louisiana, Maryland, New Mexico and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**Arizona:** For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**District of Columbia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Florida:** Any person who knowingly and with intent to injure, defraud, 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.

**Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for such violation.

**Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Tennessee, Maine, Virginia, and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

# INDEMNITY AGREEMENT

Indemnitor(s) / Applicant(s) assure that the statements contained herein are true, and are made without reservation to induce any and all SURETY COMPANIES (hereafter called SURETY) appointed with appointed agency, Bonding Solutions, LLC (hereafter called AGENCY) to execute or continue the suretyship described herein and authorize SURETY to confirm all underwriting items which appear in said statement in consideration of the execution by SURETY of the suretyship herein applied for. I (we) agree:

1. Indemnitor(s) / Applicant(s) agree to exonerate, indemnify and hold harmless SURETY from and against any and all Loss.
2. To pay to SURETY upon demand:
  - 2.1. 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.
  - 2.2. The annual premium for such suretyship until satisfactory evidence of termination of liability shall be furnished to SURETY.
  - 2.3. Any and all attorneys' fees and costs incurred by SURETY in enforcing this agreement.
  - 2.4. An amount sufficient to discharge any claim against SURETY by reason of such suretyship. This sum may be used to pay such claim or be held by SURETY as collateral security against loss.
  - 2.5. 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 SURETY for any damage I (we) sustain therefrom.
5. That this agreement shall apply to all renewals, continuations, substitutions or SURETY 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 (our) possession at any time, I (we) will, at my (our) 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 (us) over such assets.
8. That is 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 as to future liability only.
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 and renewals, unless prohibited by law or is conflicts with a SURETY's filed rates.
11. At the company's option, monies due or to become due the undersigned from any SURETY through insurance proceeds or bonding payments may be utilized to pay or help pay obligations incurred under this agreement as an offset.
12. If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.
13. This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement.

**By signing below, each individual signing on behalf of a business entity, represents and warrants that he or she is duly authorized by the entity and/or trust to bind it to this Indemnity Agreement and that the entity and/or trust has a material interest in the issuance of any requested Bonds**

**PLEASE SIGN BOTH FOR THE COMPANY AND INDIVIDUALLY**

**THIS INDEMNITY AGREEMENT IS DATED:** \_\_\_\_\_, \_\_\_\_\_.

**Indemnitor (Business - include DBA if applicable):**

**Indemnitor (Business - include DBA if applicable):**

<b>Company Name:</b>	<b>2nd Company (if any):</b>
<b>Authorized Signature:</b> X	<b>Authorized Signature:</b> X
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Indemnitor (Individual)</b>	<b>Indemnitor (Individual)</b>
<b>Signature:</b> X	<b>Signature:</b> X
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Spouse (Individual)</b>	<b>Spouse (Individual)</b>
<b>Signature:</b> X	<b>Signature:</b> X
<b>Printed Name:</b>	<b>Printed Name:</b>