

APPLICATION FOR MISCELLANEOUS SURETY BONDS

TYPE OR PRINT CLEARLY-ANSWER ALL APPLICABLE INFORMATION

Applicant Name					
(Must Be Exactly As It Is On Bond)		<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> LLC/Ltd
Street Address					
City	County		State	Zip	
Tax ID		Phone ()		Fax ()	
Years Experience in this field		Years Business Established		Prior Bond Company	
Owner's Name			Title		Spouse
Social Security No.		D.O.B.		Spouses Social Sec No.	
Residence Street Address					
City	State		Zip	Home phone ()	
Market Value of Real Estate Owned			Mortgage Owed		Amount of Securities Owned

Has applicant ever; (a) had an application for a bond declined; (b) compromised with creditors; (c) defaulted on a contract; (d) defaulted on a contract forcing a Surety to suffer a loss; (e) experienced a bankruptcy; (f) been in receivership or been lienied by a taxing authority? Yes, No (If yes to any of the above, attach a full explanation.)

Name as it is to appear on Bond		
Applicable License #, MC #, Contractor #, Dealer #, . . .		
Type of Bond	Amount \$	Effective Date
Bond to be filed with (obligee)		
Address		
Please enclose any additional pertinent information (i.e. Bond Forms, Applicable Statutes and Permits, Court Judgements, etc.)		

ADDITIONAL OWNERS OR PARTNERS AS REQUIRED

Name	Spouse's Name
Soc. Sec. No.	Spouse's Soc. Sec. No.
Home Address	Phone ()

PRIMARY BUSINESS AND/OR PERSONAL BANK INFORMATION

Name & Branch of Bank			
Bank Contact Person			Phone Number ()
Account No	Account Balance \$	Account No	Account Balance \$
Line of Credit <input type="checkbox"/> Yes <input type="checkbox"/> No		Approved Limit \$	Amount Owed \$

ALL PREMIUMS ARE EARNED IN FULL

AGREEMENT OF INDEMNITY

The undersigned and each of them hereby certify that the statements contained herein are true, and are made to induce the 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 or 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 the original signatures.
10. All premiums are fully earned upon issuance of 1st year or renewals, unless prohibited by law.
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 _____, 20____.

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.

X _____
Attest Corp. Sign. Secretary

Firm Name

X _____
Signature

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.

Signatures of Personal Indemnitors

Print Name or Names

X _____
Indemnitor's Signature

X _____
Spouse's Signature

Print Name or Names

X _____
Indemnitor's Signature

X _____
Spouse's Signature

PLEASE SIGN IN BOTH PLACES: ONCE FOR THE FIRM, AND ONCE AS INDIVIDUAL INDEMNITOR.

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.

Collateral Agreement

THIS AGREEMENT, made between _____, hereinafter called the Depositor, and Capitol Indemnity Corporation and/or Platte River Insurance Company and/or Capitol Facilities as their interests may appear, hereinafter called the Surety, Witnesseth:

Whereas, at the special instance and request of said Depositor, the Surety has executed, or is about to execute, as Surety, a bond or bonds dated on or about _____, for _____, hereinafter called Principal, in (favor/the matter) of _____ which bond or bonds are, by reference, made to form a part hereof, and

Whereas, the said Depositor has deposited with the Surety _____ as collateral security to the Surety to protect it against any and all damages, loss, costs, charges and expenses of whatever kind in nature, which it shall or may at any time sustain or incur by reason of having executed said bond or bonds.

Now therefore, it is mutually agreed and covenanted:

First: That the Surety shall have the right in its sole discretion to retain said collateral, as hereinafter provided, until the liability of the Surety, on account of having executed said bond or bonds, shall cease and it be so determined.

Second: In case the Surety, for, or by any reason in consequence of having entered into or executed said bond or bonds for said Principal shall for any cause, at any time, sustain or incur any liability, or be threatened with any liability, or be put to any loss, costs, charges, suits, damages, counsel fees, or expenses of whatsoever kind in nature, including premiums due and unpaid on said bond or bonds executed for said Principal, the Surety shall have at any time or times thereafter full power and authority without notice to sell and assign and deliver said collateral, or any part thereof, at any public or private sale, at the option of the Surety, its successors or assigns, and with the right to be purchaser itself at such public or private sale and appropriate all the proceeds, or such part of the same as may be necessary in order to protect itself against any loss, for having executed said bond or bonds, and after deducting all legal or other costs and expenses of such sale and all loss, costs, charges, fees, expenses, and premiums as aforesaid, shall return the remainder of said collateral or the proceeds of sale, if any, to the said Depositor or to any person legally authorized to receive same.

Third: Said collateral shall be for the sole benefit of the Surety and its co-Sureties on said bond or bonds and its and their successors and assigns, and said collateral shall not be assigned or transferred by the depositor without the written consent of the Surety.

Fourth: The Surety shall not be liable for the depreciation of said collateral, nor for interest or dividends thereon, and, in the event of depreciation of said collateral, or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection additional and satisfactory collateral shall be given to the Surety, if requested, so that the total market value of the said collateral shall, at all times, be equal to the present market value of the collateral described herein.

If the depositor fails, within five (5) days after the request of the Surety, to deposit such additional collateral, the Surety shall have full right, power and authority, without further demand or notice, to sell, assign and deliver the whole, or any such part of collateral, substituted collateral or additional collateral, at public or private sale, at its option, and without advertisement or notice to said Depositor, and also with the right to purchase said collateral at said sale or sales, freed and discharged from any equity of redemption.

Fifth: If any part of said collateral shall consist of securities issued by a corporation, and if said corporation shall at any time be in the process of reorganization, liquidation, or merger with another corporation, or be involved in any proceeding at law or in equity, and if in the judgment of the Surety it shall appear to be proper for the protection of the collateral, or of the Surety's rights therein, to surrender such collateral securities for cancellation, or otherwise, and to accept in lieu thereof, in part or in whole, cash and/or substituted securities issued for or in behalf of that corporation, or certificates of participation in its assets, or receivers' or liquidators' certificates, or such other forms of securities as may be issued in the course of or as incident to, such reorganization, liquidation, merger or proceeding, the Surety is hereby authorized and empowered to make such surrender of collateral securities and to accept such substituted cash and/or securities, and to execute and deliver any and all instruments of agreement, transfer, release, or waiver, required or proper to be executed to effectuate such surrender and substitution; and the cash and/or substituted securities so received shall thenceforward be and become subject to all the provisions of this agreement as if part of the original deposit made hereunder.

Sixth: Certificates of Deposit, Savings Bank Accounts, or other forms of certificates, accounts or credits which are in the nature of cash items, deposited with the Surety as Collateral, may at any time, at the discretion of the Surety, be converted into cash and the cash proceeds of such conversion, as well as the cash proceeds of any securities which may be sold, or which may be exchanged for other forms of security, pursuant to the provisions of paragraphs "Second," "Fourth" and "Fifth" hereof, and the cash proceeds of any collateral which, upon its maturing, shall become due and payable and which shall be collected by the Surety, may be deposited by the Surety in a Bank or Trust Company, at interest or otherwise, in a general, special, or trust account, or may be invested or re-invested by the Surety in obligations of the United States Government, and may be held so invested or re-invested until the return of collateral provided for in paragraph "Seventh" hereof.

Seventh: In the event of the termination of the liability of the Surety without loss, costs, charges, or expenses of whatever kind or nature on said bond or bonds and satisfactory evidence is furnished to that effect, the said collateral shall be returned no sooner than twelve (12) months after termination of liability, to the said Depositor upon the surrender of this instrument properly endorsed. It is understood and agreed, however, that should it develop that all obligations have not been discharged, the Depositor shall, promptly upon demand by the Surety, return said collateral or its equivalent to the Surety. Failing to return said collateral, the Depositor shall indemnify the Surety against loss, costs, and expenses, not exceeding the value of the collateral at the time of the demand for its return.

Eighth: Any agreement hereafter made to change or modify this collateral agreement shall be invalid unless in writing and signed by the party against whom it is sought to enforce the change or modification.

Signed, Sealed, and Dated _____

Witness _____ (Seal)

Witness _____ Depositor _____ (Seal)

Capitol Indemnity Corporation and/or Platte River Insurance Company and/or Capitol Facilities

Witness By _____ Authorized Representative

Supplemental Agreement

(To be executed by Depositor ONLY when bonds are required other than as described in the foregoing Collateral Agreement)

Whereas, it is the wish and intent of the Depositor to extend the foregoing "Collateral Agreement" to cover additional bonds, which, from time to time, the Surety may be asked to execute for _____, as Principal, **Now, Therefore**, in consideration of the premises, and of the execution of such additional bonds, the Depositor hereby stipulates and agrees that the terms and conditions of the foregoing "Collateral Agreement" shall apply with equal force and effect to such additional bonds.

Signed, Sealed, and Dated _____

Witness _____ (Seal)

Witness _____ (Seal)

Depositor's Receipt of Surrender of Collateral

As an inducement to the Surety to return the collateral described above together with all interest and dividends payable thereon, the Depositor hereby covenants and warrants that the Surety's obligation on any and all bonds executed for the Principal has been fully discharged. The Depositor hereby acknowledges the return of said collateral or its proper expenditure pursuant to the terms and conditions of this agreement and releases the Surety, its successors and assigns from any further responsibility hereunder.

Witness _____ Depositor _____

Witness _____ Dated _____