

## APPLICATION FOR MISCELLANEOUS SURETY BOND AND VEHICLE DEALER BONDS

<b>APPLICANT</b>			
NAME (MUST BE EXACTLY AS IT IS ON BOND) _____ SOLE PROPRIETOR _____ CORPORATION _____ PARTNERSHIP _____ LLC _____			
STREET ADDRESS _____			
BUSINESS PHONE (____) _____		Fax (____) _____	
CITY _____	County _____	ST _____	ZIP _____
Name: _____	Title: _____	Spouse's name: _____	Prior Bond Co. _____
Corp tax ID if any _____	Date Business Started _____	Year of experience in this field _____	
Soc. Sec. No. _____	D.O.B. / / _____	Spouse's Soc. Sec. No. _____	
HOME ADDRESS _____			Home phone _____
CITY _____	ST _____	ZIP _____	
Real Estate Owned Values _____	Mortgage \$ Owed _____	Value 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 liened by a taxing authority?  Yes  No (If yes to any of the above, attach a full explanation.)

<b>BOND REQUIRED</b>	
Type of bond: _____	
Amount: _____	Effective Date: _____
<b>To be filed with (Obligee)</b>	
Address: _____	
PLEASE ENCLOSE ANY ADDITION PERTINENT INFORMATION (I.E. BOND FORMS, APPLICABLE STATUTES AND PERMITS, COURT JUDGMENTS, ETC.)	

<b>ADDITIONAL OWNERS OR PARTNERS AS REQUIRED</b>	
NAME: _____	SPOUSE'S NAME: _____
Soc. Sec. No. _____	Spouse's Soc. Sec. No. _____
Home Address: _____	Phone:(____) _____

<b>BUSINESS INFORMATION</b>		
DATE BUSINESS ESTABLISHED: _____		
NAME & BRANCH OF BANK: _____	Bank Reference: _____	
Account No: _____	Bank Balance: _____	Line of Credit \$ _____
Number of years experience in this field _____		

**FOR MORE INFORMATION CALL**  
516-349-5910

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 Sig

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 \_\_\_\_\_  
SPOUSE'S SIGNATURE

X \_\_\_\_\_  
SPOUSE'S SIGNATURE

PLEASE SIGN IN BOTH PLACES ONCE FOR THE FIRM
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.