

All Purpose Commercial Surety Application



**For all business complete page 1 of this application in its entirety.
Complete Section 2 – 7 for the appropriate bond category indicated in General Information section below.**

General Information Questions

Application is being made for which one of these bond categories? (*Fill out section indicated.)

- | | | |
|--|--|--|
| <input type="checkbox"/> License & Permit or Miscellaneous – *Sec. 2 | <input type="checkbox"/> Lost Instrument (Include completed Affidavit) – *Sec. 3 | <input type="checkbox"/> Public Official – *Sec. 4 |
| <input type="checkbox"/> Fiduciary (Probate) – *Sec. 5 | <input type="checkbox"/> Receiver or Bankruptcy Trustee – *Sec. 6 | <input type="checkbox"/> Court: Judicial – *Sec. 7 |

Type of Bond (describe purpose) _____
(Attach a copy of the bond form, if available)

LICENSED PRODUCER (required): _____

Agency Name: _____

RO/Agency Code: _____ Sub Producer Code: _____ Bond Number: _____
Agency City: _____ Agency State: _____

Bond Amount: \$ _____ **Effective Date of Bond:** _____ **Bond Term, if known:** _____
of years

Applicant is: (select one) Individual Partnership C-Corp S-Corp LLC _____

Applicant (Principal): _____
Name to appear on Bond, if different from Applicant: _____

Applicant's Address: _____

Applicant's Business Description or Latest Occupation: _____

Number of Years in Business: _____

SS#: _____ - _____ - _____ Fed Tax ID: _____ U.S. Citizen? No Yes

Business Phone: _____ Fax No.: _____ Email: _____

Obligee – party requiring the bond (required): _____

Obligee Address: _____

Billing Method: Agency Bill Direct Billed – full payment Direct Bill TABS Account
 Agency Bill with Direct Bill at Renewal TABS Account No.: _____

Billing Address, if different from Applicant's Address: _____

1 General Underwriting Questions

(required for all Applicants)

- | | | |
|---|-----------------------------|------------------------------|
| Does the Applicant have any other Surety bonds in force? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Has another Surety company declined to write this or any previous bond? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Have you ever had a bond involuntarily terminated or cancelled? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Has there ever been a claim or legal action against any bond executed on your behalf ? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Do you or any of your companies have any pending lawsuits, unsatisfied judgments or liens? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Have you or any of your companies declared bankruptcy or become insolvent? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Have you or any of your companies been the subject of any legal or administrative proceedings resulting in disciplinary action? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Have you ever been convicted of a felony? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
| Is the applicant a member of an association? | <input type="checkbox"/> No | <input type="checkbox"/> Yes |
- If Yes, print the name of the association: _____

2	License, Permit and Miscellaneous Bonds
Has the Applicant continuously been in business under the current name and ownership for at least 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Does the bond guarantee the performance of a <i>specific</i> contract or agreement? If Yes, attach a copy of the contract or agreement.	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> copy attached
Does the bond cover any type of environmental or pollution exposure?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Does the bond guarantee the payment of taxes, fees, wages or payment of any type?	<input type="checkbox"/> No <input type="checkbox"/> Yes

3	Lost Instrument Bonds
Present Market Value _____ Is the Bond: <input type="checkbox"/> Open Penalty or <input type="checkbox"/> Fixed Penalty	
Description of the lost instrument or security: _____	
In whose name are the instruments or securities registered: _____	
Have the instruments or securities been endorsed?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Have the instruments or securities been assigned to another party?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are the lost instruments or securities in bearer form?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Has Notice of Loss been given? If Yes, to whom? _____	<input type="checkbox"/> No <input type="checkbox"/> Yes Date: _____
Has a Stop Notice been issued?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Please complete an Affidavit.	<input type="checkbox"/> copy attached

4	Public Official Bonds
<input type="checkbox"/> Elected <input type="checkbox"/> Appointed Position Title _____	
Effective Date: _____ Expiration of Term: _____ or <input type="checkbox"/> Term is indefinite	
Have you held this position before? If Yes, when? _____ <i>If you have not held this position previously and the bond amount is greater than \$100,000, attach a copy of your resume.</i>	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> copy attached
Do you or your subordinates handle money or securities? If so, how much is handled annually? _____	<input type="checkbox"/> No <input type="checkbox"/> Yes
Does an external CPA annually audit the financial accounts and fund balances? <i>If the bond amount is greater than \$250,000, provide a copy of latest fiscal year-end statement.</i>	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> copy attached
Total number of employees you directly or indirectly supervise: _____	

5	Fiduciary Bonds																									
Applicant's Age: _____ Applicant's Net Worth: _____																										
How long have you been with your current employer? _____ Active or retired? _____																										
Date of your appointment: _____ Name of Estate: _____																										
What is your relationship (personal and/or financial) with the deceased/incompetent/minor/beneficiary? _____																										
Are you indebted to the estate of the deceased/incompetent/minor/beneficiary? If Yes, in what amount and what are the terms of repayment: _____	<input type="checkbox"/> No <input type="checkbox"/> Yes																									
Attorney's name and address: _____																										
Court jurisdiction (Obligee) in which bond will be filed: _____																										
Is there an ongoing business? If Yes, provide details: _____	<input type="checkbox"/> No <input type="checkbox"/> Yes																									
Inventory of the Assets: Cash: _____ Securities: _____ Real Estate: _____ Other: _____																										
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name of Heirs/Beneficiaries</th> <th style="width:10%;">Age</th> <th style="width:20%;">Relationship to the deceased</th> <th style="width:20%;">Share of the Estate</th> <th style="width:20%;">Residence (state)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	Name of Heirs/Beneficiaries	Age	Relationship to the deceased	Share of the Estate	Residence (state)																					
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Attach a copy of the Will, Trust or Court Order for ALL bonds greater than or equal to \$100,000.																										

5a	Complete for Administrator, Executor, Personal Representatives, etc.
Date of Death: _____	
Is the estate insolvent?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Are there any disputes among the heirs?	<input type="checkbox"/> No <input type="checkbox"/> Yes

5b	Complete for Guardianship, Conservatorship, Trustee, etc.
This is in regard to a: <input type="checkbox"/> Minor <i>and/or</i> <input type="checkbox"/> Incompetent <input type="checkbox"/> Beneficiary Age: _____	
Where does minor/incompetent reside? _____	
Will any assets be under court restrictions?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If Yes, provide details: _____	
Will joint control be used to restrict expenditures or distributions of assets?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Will professional accounting, investment or legal services be provided on an ongoing basis?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Does the presiding court require that an annual accounting be filed?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is the estimated duration of the bond anticipated to be longer than 3 years?	<input type="checkbox"/> No <input type="checkbox"/> Yes

6	Receiver, Bankruptcy Trustee, Assignee Bonds
Debtor: _____	
Address: _____	
Type of Action:	<input type="checkbox"/> Liquidation <input type="checkbox"/> Reorganization <input type="checkbox"/> Receiver of Rents <input type="checkbox"/> Other
Do you carry Fidelity coverage?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If Yes, in what amount? _____ Carrier: _____	
Do you carry Professional Liability or E & O coverage?	<input type="checkbox"/> No <input type="checkbox"/> Yes
If Yes, in what amount? _____ Carrier: _____	
Attach copy of Court Order, Judgment and/or other documents	<input type="checkbox"/> Copies attached

7	Court: Judicial Bonds
Judgment / Claim Amount: _____	
Type of Action: _____	
Case Number: _____	Court Jurisdiction: _____
Attorney's name and address: _____	
Summary of the Action: _____	
Does the case involve a domestic dispute?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Attach a copy of Court Order, Judgment and/or other supporting documents.	<input type="checkbox"/> Copies attached

Indemnity Agreement

Indemnity Agreement (“Agreement”)

In consideration of Hartford Fire Insurance Company or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers (“Hartford”) Underwriting Bonds, the Undersigned hereby agree as follows:

- (1) Definitions:
 - (a) “Underwriting” or “Underwrite” shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
 - (b) “Bond” or “Bonds” shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
 - (c) “Loss” means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by Hartford on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
 - (d) “Claim” means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.
- (2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as “Indemnitors”) hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing Hartford, as surety, to Underwrite Bonds.
- (3) Indemnitors hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Hartford; (b) for Underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. Hartford may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.
- (4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to Hartford that Hartford has been discharged or released from all liability under the Bond.
- (5) Indemnitors agree to exonerate, indemnify and hold Hartford harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by Hartford as collateral security against any Loss, Claim or liability.
- (6) Hartford shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. Hartford’s decision shall be final, binding, and conclusive on Indemnitors.
- (7) Indemnitors agree that any Obligees on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by Hartford in its investigation of any claim. Indemnitors irrevocably appoint Hartford as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by Hartford to secure all rights provided under this Agreement or at law.
- (8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.
- (9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

WITNESS the following signature(s) and seal(s) this _____ day of _____, 20 ____ . ←

If Indemnitor is a PARTNERSHIP , CORPORATION or LLC:

Witness

Name of Firm/Corporation

Printed Name: _____

Printed Name: _____

(Seal)

Signature: _____

Printed Title _____

Signature _____

Witness

Name of Firm/Corporation

Printed Name: _____

Printed Name: _____

(Seal)

Signature: _____

Printed Title: _____

Signature: _____

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Indemnitor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Indemnitor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Indemnitor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

CALIFORNIA NOTICE

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.