

TransInsurers

13841 Hull Street Rd Ste 3A Midlothian, VA 23112
 Phone 866.748.4200; Fax 804.739.9155
 www.transinsurers.com



APPLICATION FOR COMMERCIAL SURETY BONDS

Personal Information				
Name:	Address:	City:	State:	Zip:
Home Phone:	Business Phone:	SS#:	DOB:	
Married: <input type="checkbox"/> Yes <input type="checkbox"/> No	Spouse Name:	SS#:	DOB:	
Employer:	Employer Address:	Position:	Duration:	
Residence: <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> Other Date of Purchase: _____	Household Income:	Net Worth:	Bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when: _____	
Company Information				
Company Name:	Address:	City:	State:	Zip:
Phone:	E-mail:	FEIN#:	Years in Business:	
<input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL	Nature of Business:	Company Stock: <input type="checkbox"/> Public; Ticker: _____ <input type="checkbox"/> Private; Provide list of all owners incl. Address and SS#		
Most Recent Year Gross Revenue:	Most Recent Year Net Income (Loss):			
Currently in Litigation: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Outstanding Judgments: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Tax Liens: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Bankruptcy: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, when: _____	
Outstanding Surety Bonds: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach list of all bonds	Ever Denied Bond: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation	Any Surety Claims: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, attach explanation		
Bond Information				
Type of Bond: (Attach Bond Form)	Amount of Bond:	Effective Date:	Previous Surety: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, reason for change: _____	
Obligee Name:	Address:	City:	State:	Zip:

In addition, other documents may be required of you including financial statements. **IMPORTANT:** This is an application for a bond. A bond is a credit relationship. A bond is not an insurance policy. The Applicant (Principal) and Indemnitors are jointly and severally responsible for the obligations covered by the bond and the conditions of the Indemnity Agreement contained in this application.

INDEMNITY AGREEMENT

READ CAREFULLY. Your signature binds you to legal obligations should this bond be executed.

In consideration of United States Fire Insurance Company referred to hereafter as "Surety", issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

- To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force until satisfactory evidence of termination of the Surety's liability is furnished to the Surety. First year's premium is fully earned upon issuance of the bond by Surety.
- To indemnify Surety against all losses, liabilities, costs, damages, attorney's fees, and expenses the Surety may incur or has incurred due to the execution or issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.**
- The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. **Privacy Notice:** All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
- The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
- The undersigned, upon written demand, shall deposit with Surety a sum of money or other security requested by Surety to cover any claim, suit, expense, or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned agrees that such collateral security may be used, without limitation to the above or otherwise, to pay for any fees or costs incurred by Surety in the defense or prosecution of any claim between Surety and undersigned regarding this agreement, including any claims for a return or reduction of the collateral security, or any bond or bonds issued by Surety. The undersigned expressly grants Surety the authority to retain the collateral security until Surety determines in its sole discretion that retention of such collateral security is no longer required. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.

6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be at the sole discretion of Surety.
7. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail or other form of suitable mailing to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the postal service.
9. If any of the provisions of this agreement are determined to be void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision(s) omitted.
10. In making this application for the hereinabove described bond the undersigned warrants all statements provided are true and hereby agrees to notify Surety or its agent, of any change within 48 hours after such change has occurred.

Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

IMPORTANT SIGNATURE INSTRUCTIONS

If **Sole Owner or Individual**, applicant must sign as duly authorized representative. Spouse must sign personal indemnity.
 If a **Partnership or LLC**, an authorized partner/member must sign as duly authorized representative. All authorized partners/members and spouses must sign personal indemnity.
 If a **Corporation**, a Vice President or higher ranking Officer must sign as duly authorized representative. Officer must have authority to bind Corporation to indemnification provisions.

Signed, sworn and dated this _____ day of _____, 20____.

Principal:

 Company Name (Exactly as it appears on bond) **X** _____
 (Principal's Duly Authorized Representative)

State of _____ County of _____ **X** _____
 (Print Name and Title)

On the ___ day of _____, _____, before me, the undersigned, A Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed on the within instrument and acknowledge that they executed the same.

Witness my hand and official seal.

Notary _____
 My Commission Expires: _____

Indemnitor(s):

X _____
 (Indemnitor's Signature) (Print Name) (Date)

State of _____ County of _____

On the ___ day of _____, _____, before me, the undersigned, A Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed on the within instrument and acknowledge that they executed the same.

Witness my hand and official seal.

Notary _____
 My Commission Expires: _____

X _____
 (Indemnitor's Signature) (Print Name) (Date)

State of _____ County of _____

On the ___ day of _____, _____, before me, the undersigned, A Notary Public in and for said County and State, personally appeared _____ known to me to be the person(s) whose name(s) is (are) subscribed on the within instrument and acknowledge that they executed the same.

Witness my hand and official seal.

Notary _____
 My Commission Expires: _____