



# COMMERCIAL BOND APPLICATION

Bond No. \_\_\_\_\_

Applicant (Exactly as it will appear on bond)				
Home Address				Single <input type="checkbox"/> Married <input type="checkbox"/> Legal Domestic Partner <input type="checkbox"/>
City	State	Zip	Phone	FEIN/Social Security #
Home E-mail		Business E-mail		
Business Address		City	State	Zip
Type of Business or Individual's Occupation		Type of Organization Individual <input type="checkbox"/> LLC <input type="checkbox"/>	Partnership <input type="checkbox"/> Corporation <input type="checkbox"/>	How long in business?
Name & Address of Owner or Co-Applicant or Indemnitor			Social Security #	% of Ownership
Name & Address of Owner or Co-Applicant or Indemnitor			Social Security #	% of Ownership
Obligee Name & Address		Type of Bond	Amount of Bond \$	Effective Date
Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, give name and reason for change.		Other Surety Bonds in force? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide name of Surety:		

Has the applicant had any bankruptcies, liens, or judgments or compromises with any creditors in the past 5 years?  Yes  No If Yes, submit for underwriting.

**NOTICE:** The undersigned individual(s) hereby gives consent to MERCHANTS BONDING COMPANY (MUTUAL), and its subsidiaries, to obtain a consumer credit report about the individual in connection with this application for insurance. This authorization extends to subsequent consumer credit reports obtained for the purpose of reviewing, increasing the amount of, or any other legitimate purpose associated with the bond.

## INDEMNITY AGREEMENT

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), hereinafter called the Company, witnesseth:

The undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

A facsimile copy of this document or the signature(s) thereon, shall be deemed to be an original and/or original signature(s) for all purposes.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. **Sign Application Twice - as Applicant and Indemnitor**

<b>Witness</b> In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.	<b>Applicant's Signature</b>
Witness	Indemnitor
Witness	Indemnitor
Witness	Indemnitor
Witness	Indemnitor

<input type="checkbox"/> <b>LICENSE &amp; PERMIT</b> FINANCIAL STATEMENT NECESSARY AT UNDERWRITER'S DISCRETION	Net Worth \$	Public liability insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)	Property damage insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)			
<input type="checkbox"/> <b>PROBATE</b> FINANCIAL STATEMENT NECESSARY AT UNDERWRITER'S DISCRETION <input type="checkbox"/> ADMINISTRATOR <input type="checkbox"/> EXECUTOR <input type="checkbox"/> PERSONAL REPRESENTATIVE <input type="checkbox"/> GUARDIAN/CONSERV. OF MINOR <input type="checkbox"/> GUARDIAN/CONSERV. OF INCAPACITATED PERSON <input type="checkbox"/> OTHER  PLEASE ATTACH COURT PAPERS TO APPLICATION	Name of Deceased or Ward		Date of death	Date of appointment	Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain on an attached sheet)	
	Name and address of attorney (If none, do not write the bond; submit it to our underwriters)					
	Will the attorney remain involved throughout the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No			Assets of estate or trust (Describe)		
	Name of Minor(s) or Incapacitated Person		Age	Applicant's relationship to Deceased or Ward	Net Worth \$	
	Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximately how much per month?			What is the source of the guardianship funds?		
	Who are the heirs of this estate?					
	Will any business of the estate be continued by fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe:			Are there any disputes among heirs/interested person? (If Yes, do not issue and submit application to our underwriters.) <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Name and address of Court				County	
	What is the applicant's experience in handling fiduciary obligations?					
	<input type="checkbox"/> <b>FIDUCIARY</b> FINANCIAL STATEMENT NECESSARY IF OVER \$50,000 <input type="checkbox"/> REFEREE <input type="checkbox"/> RECEIVER <input type="checkbox"/> TRUSTEE	Plaintiff		Name and address of Principal's Attorney		
Defendant		Name and location of Court		Net Worth \$		
<input type="checkbox"/> <b>COURT</b> FINANCIAL STATEMENT NECESSARY <input type="checkbox"/> REPLEVIN <input type="checkbox"/> ATTACHMENT <input type="checkbox"/> GARNISHMENT <input type="checkbox"/> OTHER  PLEASE ATTACH COURT PAPERS TO APPLICATION	Name and location of Court			Name of Defendant		
	Name and address of Attorney			If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, submit for underwriting.		
	Explain purpose of bond (Submit copy of relevant documents)					
<input type="checkbox"/> <b>PUBLIC OFFICIAL</b> FINANCIAL STATEMENT NECESSARY AT UNDERWRITER'S DISCRETION	Date: <input type="checkbox"/> Elected <input type="checkbox"/> Appointed	Term of office dates	Premium will be paid <input type="checkbox"/> Annually <input type="checkbox"/> For term	Will applicant sign checks? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Are accounts reconciled monthly? <input type="checkbox"/> Yes <input type="checkbox"/> No By whom?	Are regular audits performed? <input type="checkbox"/> Yes <input type="checkbox"/> No By whom? How often?	Date of last audit	Do you employ deputies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, are they bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> <b>LOST SECURITIES</b> FINANCIAL STATEMENT NECESSARY IF OVER \$10,000	Serial Number and description (Please submit a copy or sample of the form it was on.)			Describe manner of loss		
	Date of instrument			Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, who is it payable to?		
	Are securities endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If registered, in whose name?		Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No When? To Whom?		
	How long has it been lost?	If a check, has payment been stopped? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when?		If a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> <b>CERTIFICATE OF TITLE</b> FINANCIAL STATEMENT NECESSARY IF OVER \$25,000	Vehicle Make	Vehicle Model	Vehicle Year	VIN		
	<b>AGENT'S REMARKS:</b> <input type="checkbox"/> Do not know personally <input type="checkbox"/> New account <input type="checkbox"/> Client of this office <input type="checkbox"/> Know personally and recommend, but do not handle applicant's general insurance. Please give us your general comments and further remarks which will be helpful in making our final decision:					
<input type="checkbox"/> Check here if this application was previously faxed or emailed to Merchants Bonding Company.						

Agency Code \_\_\_\_\_  
 Agency Name \_\_\_\_\_  
 Address \_\_\_\_\_

# FINANCIAL STATEMENT

Personal  Business Financial Statement of \_\_\_\_\_ as of \_\_\_\_\_

NAME

DATE

CURRENT ASSETS	CURRENT LIABILITIES
Cash on Hand _____	Notes Payable _____
Cash in Bank(s) (Schedule A) _____	(a) To Banks Regular _____
Stocks, Bonds, etc. (Schedule B) _____	(b) To Others _____
IRA / Retirement Accounts _____	Accounts Payable _____
Accounts Receivable _____	(a) Current _____
Notes Receivable _____	(b) Past Due _____
Supplies _____	
Other Current Assets _____	
Total Current Assets _____	Total Current Liabilities _____
FIXED ASSETS	LONG TERM LIABILITIES
Equipment at Book Value _____	Equipment _____
Real Estate-Business (Schedule C) _____	Real Estate-Business (Schedule C) _____
Real Estate-Homestead (Schedule C) _____	Real Estate-Homestead (Schedule C) _____
Real Estate-Investment (Schedule C) _____	Real Estate-Investment (Schedule C) _____
All other Assets (explain fully)	All Other Liabilities (explain fully)
(a) _____	(a) _____
(b) _____	(b) _____
(c) _____	
Total Fixed Assets _____	Total Long Term Liabilities _____
	Total Liabilities _____
Total Assets _____	Capital Stock (paid in) _____
	Net Worth _____
	Total Liabilities and Net Worth _____

## SCHEDULE A - CASH

Name of Bank	Location	Amount on Deposit

## SCHEDULE B - STOCKS, BONDS, ETC.

Name of Security	No. Shares	Par Value	Market Value	Dividends Paid Past Two Years	If Any Pledged, State to Whom and for What Purpose

## SCHEDULE C - REAL ESTATE

Location and Description of Property	In Whose Name Is Title?	Monthly Revenue	Present Forced Sale Value	Amount of Mortgage

Assets of a trust listed on this statement need to be specifically described as part of a trust or they will be considered a part of this statement and in the event of a claim will be subject to the Indemnity obligations described herein.

## **Insurance Fraud Warning**

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

### **Important State Specific Information**

**Alabama** - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**Arkansas** - 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 and confinement in prison.

**Colorado** - It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy 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.

**Hawaii** - for your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

**Kentucky** - Any person who knowingly and with intent to defraud any insurance company or other person files a 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.

**Louisiana** - 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.

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

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

**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 Mexico** - 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.

**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 each such violation.

**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.

**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.

**Oregon** - Any person who knowingly, willfully, or with intent to defraud or solicit another to defraud an insurer: by submitting an application, or by filing a claim containing a deceptive statement, misstatement, misrepresentation, omission, concealment, or materially false information as to any fact material to the claim or the insurer's risk or constituting fraud, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**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.

**Rhode Island** - 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.

**Tennessee** - 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.

**Virginia** - 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.

**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.

**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 fines and confinement in prison.