

Application for License, Permit and Miscellaneous Bonds

Bond Number: _____

A BOND INFORMATION									
TYPE OF BOND					BOND AMOUNT			REQUESTED EFFECTIVE DATE	
BOND TO BE FILED WITH (OBLIGEE)				ADDRESS OF OBLIGEE					
Does the Applicant have any other Surety bonds in force?					<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>If you answered YES to any of the questions above, please attach a detailed explanation.</i>		
Has another Surety Company declined to write this or any previous bond?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you ever had a bond involuntarily terminated or cancelled?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
B BUSINESS INFORMATION									
COMPANY NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON BOND)							BUSINESS PHONE		
ADDRESS							BUSINESS FAX		
CITY/ STATE/ ZIP							COMPANY TAX ID NUMBER		
PRIOR BOND OR CURRENT BOND WITH		HOW LONG	BOND NUMBER		REASON FOR CHANGE				
<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/ LLP		IF CORPORATION, DATE INCORPORATED		/ /		IF PARTNERSHIP OR CORPORATION, NUMBER OF PARTNERS OR STOCKHOLDERS <i>(complete section C for all stockholders with over 10% interest)</i>			
DESCRIBE TYPE OF BUSINESS				LICENSE NUMBER (if applicable)		NUMBER OF YEARS EXPERIENCE		HOW LONG UNDER CURRENT OWNERSHIP?	
BUSINESS ACCOUNT BANK NAME		BANK ADDRESS					BANK PHONE NUMBER		
BUSINESS CHECKING ACCOUNT NUMBER		ACCOUNT BALANCE		BUSINESS SAVINGS ACCOUNT NUMBER		ACCOUNT BALANCE			
CREDIT REFERENCES WITH WHOM YOU DO BUSINESS									
NAME		ADDRESS					PHONE NUMBER		
NAME		ADDRESS					PHONE NUMBER		
Have you been involved in a dispute where there was a lawsuit or lien was filed?					<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>If you answered YES to any of the questions above, please attach a detailed explanation.</i>		
Have you been subject to a federal or state tax lien?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
C PERSONAL INDEMNITOR INFORMATION									
INDIVIDUAL'S FIRST NAME/ MIDDLE NAME/ LAST NAME				DRIVER'S LICENSE NUMBER		DATE OF BIRTH		SOCIAL SECURITY NUMBER	
<input type="checkbox"/> Own <input type="checkbox"/> House <input type="checkbox"/> Rent <input type="checkbox"/> Apartment	HOW LONG?	MONTHLY PAYMENT(S)			EMAIL ADDRESS				
HOME ADDRESS/CITY/ STATE/ ZIP							HOME/ MOBILE PHONE		
EMPLOYER NAME					WORK PHONE		LENGTH OF EMPLOYMENT		
EMPLOYER ADDRESS					EMPLOYER CITY/ STATE/ ZIP				
<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Separated	SPOUSE FIRST NAME/ MIDDLE NAME/ LAST NAME			DRIVER'S LICENSE NUMBER		DATE OF BIRTH		SOCIAL SECURITY NUMBER	
SPOUSE EMPLOYER NAME					WORK PHONE		LENGTH OF EMPLOYMENT		
SPOUSE EMPLOYER ADDRESS					SPOUSE EMPLOYER CITY/ STATE/ ZIP				
DATE HOME PURCHASED	PURCHASE PRICE		CURRENT MARKET VALUE		PRESENT LOAN BALANCE(S)		LOAN NUMBER	MONTHLY PAYMENT(S)	
				BANK ADDRESS				BANK PHONE NUMBER	
PERSONAL CHECKING ACCOUNT NUMBER		ACCOUNT BALANCE			PERSONAL SAVINGS ACCOUNT NUMBER		ACCOUNT BALANCE		
NEAREST RELATIVE NAME		RELATIONSHIP	ADDRESS					PHONE NUMBER	
Have you, your spouse, or company ever :					<input type="checkbox"/> Yes <input type="checkbox"/> No		<i>If you answered YES to any of the questions above, please attach a detailed explanation.</i>		
failed in any business venture?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
declared bankruptcy?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
been a principal or indemnitor on a bond which a claim was brought?					<input type="checkbox"/> Yes <input type="checkbox"/> No				
subject to a federal or state tax lien?					<input type="checkbox"/> Yes <input type="checkbox"/> No		Are you a guarantor for a third party liability?		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		Have you ever been convicted of a felony?		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		Are any of your assets in Trust(s)?		

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and 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.
3. 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. The undersigned hereby grants the Obligees the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.
4. 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.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money 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 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. ASSIGNMENT – As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
 - a. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.
 - b. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
 - c. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and any and all collateral for the undertakings given by the undersigned in connection with any contract.
7. The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.
8. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
9. The obligations of the undersigned are in addition to and cumulative of all other liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
10. 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 to the Obligees and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.
11. The undersigned unconditionally acknowledge and agree that: (1) they are solely responsible to procure and maintain any required license or permit and to renew, continue and/or replace any Bond; and (2) Surety, its agents, subagents, and/or brokers owe no duty with respect to the renewal, continuation or replacement of any Bond. The Undersigned release Surety, its agents, subagents and/or brokers from and against any and all liability, including, but not limited to, consequential damages resulting directly or indirectly from any license or permit lapse, suspension or termination resulting from any cause and/or failure to renew, continue or replace any Bond.

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**, applicant and applicant spouse must sign as an authorized representative and individually.
- If a partnership**, an authorized partner must sign as the authorized representative and individually. All authorized partners and spouses must sign.
- If a limited liability company**, the managing member must sign as authorized representative and individually. All members and spouses must sign.
- If a corporation**, the president must sign as authorized representative and individually. All stockholders of 10% or more and spouses must sign.

Each Signature Must Be Notarized

Signed, sworn to and dated this _____ day of _____, _____.

PRINCIPAL (Company Name-
exactly as it appears on the bond) _____

X _____
Authorized Representative and Individually Print Name

X _____
Authorized Representative and Individually Print Name

X _____
Authorized Representative and Individually Print Name

X _____
Authorized Representative and Individually Print Name

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

NOTARY ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF _____ §

COUNTY OF _____ §

On _____ before me, _____ personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF _____ §

COUNTY OF _____ §

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I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)