

# Markel Surety SureQuick Express Application



Applying for a bond is like applying for credit. Please make sure this information is complete and legible. Please complete and sign the Indemnity Agreement and submit the application now.

## Contractor Information

Company/Applicant Name			
Address		City	State Zip
Main Phone	Tax ID#		Cell Phone
Email	Contractor License No.		Est. Net Worth \$
Operates as a <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> S Corp <input type="checkbox"/> LLP <input type="checkbox"/> LLC			
Year Business Started	Operating Under Current Management Since		Operating Territory
Type of Construction Performed			
Largest Completed Contract \$		Gross Profit \$	Year Completed
Description of the job			
Has the Company, or any principal involved, ever declared bankruptcy, been convicted of a crime or caused a surety loss?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Has the Company, or any of its owners applied for or obtained other bonds within the last twenty-four months?
Are there any pending lawsuits or judgments against the Company or any related entity?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Are there any assets held in trust or pledged to creditors?
Is the Company current with payroll, state and/or federal taxes?		<input type="checkbox"/> Yes <input type="checkbox"/> No	Are there any liens filed against the Company's or any related entity's projects?
Has the Company ever failed to complete a contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If yes to any of the above, please explain below</i>

## Owner Information *(complete for all owners holding 5% or more interest in the Company. Attach separate sheet if needed.)*

Name		SSN		Phone	
<input type="checkbox"/> Own <input type="checkbox"/> Rent	Home Address		City		State Zip
DOB	Net Worth \$	Spouse Name		Spouse SSN	
Email		Business Ownership %		Yrs. of industry experience	
Name		SSN		Phone	
<input type="checkbox"/> Own <input type="checkbox"/> Rent	Home Address		City		State Zip
DOB	Net Worth \$	Spouse Name		Spouse SSN	
Email		Business Ownership %		Yrs. of industry experience	

## Bond Request

<input type="checkbox"/> Bid <input type="checkbox"/> Final	Bid or Contract Amount \$	Project Location		Expected Start Date
Obligee (who is requiring the bond)				
Obligee Address				
Job Description				
Completion Date/Time		Liquidated Damages \$	Warranty Period/Term	
Total Work On Hand (Cost To Complete) not including this job? \$				No. of Jobs
<b>BID BOND ONLY</b> (not applicable if requesting a final bond)		Bid Date		Bid Bond Percentage %
<b>FINAL BOND ONLY</b> (attach copy of the contract and any required bond forms)				Engineer Est. \$
Bid Results (provide name and amount)	Low \$	2 <sup>nd</sup> \$	3 <sup>rd</sup> \$	Highest \$

## Agency Contact

Agency			
Address		City	State Zip
Contact		Cell Phone	
Agent Recommendation			
Is the contractor an existing insurance account?		Length of relationship	

**Markel Insurance Company / SureTec Insurance Company/SureTec Indemnity Company**  
**GENERAL INDEMNITY AGREEMENT**

**THIS AGREEMENT** is made by the undersigned persons or entities, all of which are individually and collectively referred to, whether one or more, as "Indemnitors," for the continuing benefit of Surety in connection with any Bond executed on behalf of any one or more of them.

**DEFINITIONS.** The following terms shall have the following definitions in this Agreement: **Bond:** Any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship for Indemnitors, or any other person or entity at the request of any of them, executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto. **Indemnitors:** The Contractor identified in the Application above and all persons and entities, jointly and severally, signing below for whom any Bond is issued or committed to by Surety for any one or more of them. The term Indemnitors includes the Contractors, the Indemnitors, and their successors, assigns, estates, and legal representatives. **Surety:** Any and all of Markel Insurance Company, SureTec Insurance Company, SureTec Indemnity Company, and their respective reinsurers, and any other person or entity which may act as surety or co-surety on any Bond, or any other person or entity who executes any Bond for or at their request.

**INDEMNITY:** Indemnitors, jointly and severally, agree: (1) to indemnify and save harmless Surety from and against any and all demands, claims, liabilities, costs, losses, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys' fees and all costs and fees (incurred internally or with third parties) incurred in the investigation and adjustment of claims or potential claims, cost and loss containment, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from Indemnitors or third parties, whether Surety shall have paid out any such sums; (2) to pay Surety all premiums due, including the initial, fully-earned premium and all subsequent renewals, extensions, adjustments, or modifications. In furtherance of such indemnity, in any claim or suit arising out of or related to either or both any Bond and this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, shall be prima facie evidence of the fact and extent of Indemnitors' liability under this Agreement. Surety shall have the right to indemnify regardless of whether Surety has made any payment under any Bond. In any suit or proceeding between Indemnitors and Surety under this agreement or arising out of any Bond, Surety is entitled to recover its further expenses and attorneys' fees incurred in such suit proceeding, both defending and prosecuting such suit.

**GENERAL PROVISIONS.** The Indemnitors further agree as follows:

- A. If a claim or demand for performance of any obligation under any Bond is made against Surety, Indemnitors, upon Surety's demand, shall immediately deposit with Surety currency or other collateral acceptable to Surety, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Indemnitors acknowledge and agree that Surety shall be entitled to specific performance of this Agreement.
- B. Indemnitors' obligations under this Agreement are joint and several. The obligations of persons not signing expressly in a representative capacity are personally liable hereunder. Repeated actions under this Agreement, or as otherwise permitted, may be maintained by Surety, without any former action operating as a bar to any subsequent action. Surety's release of any one Indemnitor shall not release any other Indemnitors. Indemnitors shall not be released from liability under this Agreement because of the status, condition, or situation of any Indemnitor.
- C. If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitors. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D. Indemnitors waive any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Indemnitors' request and in reliance on Indemnitors' promises to execute this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify Surety over an indefinite period.
- E. Indemnitors shall review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waive any claim against Surety or its agents arising out of any such error or omission.
- F. Surety shall have the right in its sole discretion to decide whether any claims arising out of, or related to, any Bond shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Indemnitors agree to be conclusively bound by Surety's determination.
- G. Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitors, or any person or entity, as a result of such declination. Neither the issuance of a bid bond nor other confirmation of bondability shall obligate Surety to issue final bonds.
- H. As further security, Indemnitors hereby grant to Surety a security interest in, and lien on, all of its or their equipment, machinery, plant, real property, inventory, insurance policies, vehicles, tools, and materials, as well as sums, claims, causes of action, general intangibles, accounts, accounts receivable, and rights due or to become due in connection with any contract, whether or not bonded by Surety. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of Surety in accordance with the Uniform Commercial Code and all similar statutes, and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect the security interests and liens granted herein. The Surety may add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein.
- I. Indemnitors hereby irrevocably nominate and appoint the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Indemnitors assigned, transferred, and set over to the Surety in this Agreement or which Surety may have at common law. Surety may, in the name of the Indemnitors, or any one or more of them, make, endorse, execute, sign, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, instruments, checks, drafts, deposits, ACH and wire transfer directives, change of address notices, liens and releases thereof, applications, certificates, draw requests, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof.
- J. Indemnitors agree to do business electronically with Surety. A facsimile, scan, or copy of this Agreement, including a facsimile, scan, copied, or digital signature, shall be considered an original and shall be admissible in a court of law to the same extent as an original document with an original signature.
- K. Any suit or action to enforce this Agreement may be brought, and all of Indemnitors' obligations are due and payable in, Austin, Travis County, Texas. Indemnitors agree that they are subject to the jurisdiction of the Courts of Texas and that the application for surety credit, electronically or otherwise, with Surety, whose chief underwriting offices are located in Travis County, Texas, is a sufficient contact with the State of Texas to confer jurisdiction on the courts of the State of Texas. Texas law, without reference to the law of any other state which would apply law of that other state, shall control.
- L. This is a continuing agreement to indemnify Surety over an indefinite period and may not be terminated for any past or present Bonds, including any changes in the amount of said Bonds, and Indemnitors remain bound hereunder regardless of the acceptance or release of any other Indemnitors, collateral, agreements or conditions with respect to Bonds. However, this agreement may be terminated by Indemnitors or any one of them, without affect to non-terminating Indemnitors' obligations hereunder, with respect to any future bonds, by providing written notice by registered or certified mail to Surety at 2103 CityWest Blvd., Suite 1300, Houston, Harris County, Texas 77042 and shall be effective 30 days after the date of Surety's receipt of such termination notice.
- M. **INDEMNITORS CERTIFY THAT INFORMATION IN THE ABOVE APPLICATION IS TRUE AND CORRECT. WE HEREBY AUTHORIZE MARKEL INSURANCE COMPANY/SURETEC INSURANCE COMPANY/ SURETEC INDEMNITY COMPANY TO INVESTIGATE DIRECTLY, THROUGH TRADE CREDIT REPORTING COMPANIES, AND THROUGH CONSUMER CREDIT REPORTING AGENCIES ANY INFORMATION PERTAINING TO THIS COMPANY AND/OR THE INDIVIDUALS INVOLVED IN THIS COMPANY. WE AUTHORIZE OUR BANKS, CREDITORS, AND SUPPLIERS TO RELEASE CREDIT HISTORY TO MARKEL INSURANCE COMPANY/SURETEC INSURANCE COMPANY.**

**Contractor Name (Print)** \_\_\_\_\_

**Signature X** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Person authorized to sign for the company Print Name here:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Other Indemnitors:**

**Signature X** \_\_\_\_\_

**Signature X** \_\_\_\_\_

**Print Name here:** \_\_\_\_\_

**(Spouse) Print Name here:** \_\_\_\_\_

**Signature X** \_\_\_\_\_

**Signature X** \_\_\_\_\_

**Print Name here:** \_\_\_\_\_

**(Spouse) Print Name here:** \_\_\_\_\_