

APPLICATION FOR INDIVIDUAL PUBLIC OFFICIAL BOND

The submission of this application by the Applicant and its owners is authorization to the Company to obtain a credit report on the Applicant and its owners. The Company reserves all rights and legal duties associated with this application and any and all bonds issued as a result; including, but not limited to the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding on the Applicant and its owners. This Agreement shall be in addition to and not in lieu of or in replacement of all other indemnity agreements.

Applicant Name (Exactly as shown on License or Bond) Please print or type			Social Security #	Date of Birth
Residence Address (Street and Number)	(City)	(State)	(Zip)	(Telephone #)
Billing Address (Street and Number)	(City)	(State)	(Zip)	(Telephone #)
Email Address	Amount of Bond	Effective Date		
Public Position	Years in Position	Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.		
Complete Name and Address of Oblige/Public Entity				

Elected <input type="checkbox"/>	Date:	Term of Office:	Member #/Agency Customer ID (if applicable)
Appointed <input type="checkbox"/>			

Please complete for bonds over \$150,000

Will Applicant Sign Checks? <input type="checkbox"/> Yes <input type="checkbox"/> No	Is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Regular Audits? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No	Applicant's Net Worth \$	Ever Discharged From any employment? <input type="checkbox"/> Yes <input type="checkbox"/> No

For bonds \$500,000 and over, please also provide signed indemnity, applicant's resume, agent's recommendation, and a copy of the most recent audit, including the auditor's report on controls.
Agent's Recommendation of Applicant

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned applicant and indemnitors agree that an electronic signature, e-signature, eSignature, electronic image and/or digital copy of any signature shall be considered an original and shall be admissible in a court of law to the same extent as an original signature. The undersigned applicant and indemnitors hereby represent and warrant: (a) they have a substantial, material, and/or beneficial interest in obtaining bonds; (b) all information provided to the Company is true, accurate and complete; and (c) they hold the title shown with their signature and that they are authorized by the business entity to execute this document. The undersigned applicant and indemnitors authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.
- In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____, _____
"Indemnitor"

Agency _____
Address _____ Street
City _____ State _____ Zip _____
Agent's Code _____

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.

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety.