

# CNA SURETY

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

## Application for Title Insurance Settlement Agent

PLEASE PRINT OR TYPE.

**Applicant(s)** - Individual, partners, or corporate owner(s) who will be performing settlements. Attach additional applications and cross reference if more than three owners. **EACH MUST SIGN AT BOTTOM RIGHT.**

1. Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Residence Address \_\_\_\_\_

% Ownership of Business \_\_\_\_\_  Single  
 Number of years as an attorney \_\_\_\_\_  Married (spouse must sign at bottom right.)  
**Does this applicant own real estate?**  Yes  No

2. Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Residence Address \_\_\_\_\_

% Ownership of Business \_\_\_\_\_  Single  
 Number of years as an attorney \_\_\_\_\_  Married (spouse must sign at bottom right.)  
**Does this applicant own real estate?**  Yes  No

3. Name \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Residence Address \_\_\_\_\_

% Ownership of Business \_\_\_\_\_  Single  
 Number of years as an attorney \_\_\_\_\_  Married (spouse must sign at bottom right.)  
**Does this applicant own real estate?**  Yes  No

**Business or Corporate Name:** \_\_\_\_\_

Business Address \_\_\_\_\_

Type of Business	Number of Years in Business
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Total number of years experience in title insurance business:
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Amount of Bond: \$	Effective date:
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Has the business, or any other owner/applicant:

a. Ever been convicted of a crime?  Yes  No

b. Ever had their license suspended, revoked or denied?  Yes  No

c. Ever been party to a surety bond claim?  Yes  No

(If any answers are yes, provide details.)

**State or governmental entity requiring this bond (and address):**

\_\_\_\_\_

**Agent's recommendation/additional comments:**

\_\_\_\_\_

### 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:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- (2) 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,
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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 undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any 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.
- (8) 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.
- (9) 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.
- (10) 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 57104, 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.
- (11) 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.

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

Check here if this correspondence was previously faxed to CNA Surety.

Signed this _____ day of _____
Signature & Business/Corporate Title
"Indemnitor"
_____
"Indemnitor"
_____
"Indemnitor"
_____

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

PHONE (800) 331-6053

FAX (605) 335-0357

# CNA SURETY

P.O. Box 5077 • Sioux Falls, South Dakota 57117-5077

www.cnasurety.com

