

## **Miscellaneous Bond Application**

| Company Name   |   |                             |                                 | Corporation<br>Partnership<br>Sole Proprietorship<br>LLC |  |  |
|--|---|-----------------------------|---------------------------------|--|--|--|
| Business Address (include city   | , state and zip code)   |                             |                                 |  |  |  |
| Contact Name   | Phone Number  | Fax Nu                      | mber                            | E-mail   |  |  |
| Federal Tax ID#  | FMC, MC License # (if apple   | cable) Date Established     |                                 | State of Incorporation                                   |  |  |
| Type of bond required  |   | Bond Amount                 |                                 | Effective Date   |  |  |
| To be filed with (Obligee)   |   | Type of Business            |                                 |  |  |  |
| Has application for this bond be   | een declined by another com   | pany? <i>If ye</i>          | s, please explain               | ☐ Yes ☐ No   |  |  |
| Has applicant ever been cancelled by another surety? If yes, please explain  |   |                             |                                 |  |  |  |
| Has the business or any other  a. Had any lawsuits or judgn b. Ever failed in business or c. Ever been convicted of a d. Ever had their license sus e. Ever been a party to a su  If any answers are yes, pl | ments against them? declared Bankruptcy? felony? spended, revoked or denied? rety bond claim? | Yes Yes Yes Yes Yes Yes Yes | ]No<br>]No<br>]No<br>]No<br>]No |  |  |  |
| GIVE THE FOLLOWIN  | G INFORMATION ON EACH   | I OWNER (                   | OR STOCKHOLDER IN               | ICLUDING YOURSELF  |  |  |
| Name   | SS#   | Spouse                      | SS #                            | Percent Ownership %                                      |  |  |
| Full Address (include city, state and zi   | ip code)  | l                           |                                 |  |  |  |
| Number of years you have owned this  | business  | Number of y                 | ears experience                 |  |  |  |
| Name   | SS#   | Spouse                      | SS #                            | Percent Ownership %                                      |  |  |
| Full Address (include city, state and zi   | ip code)  |                             |                                 |  |  |  |
| Number of years you have owned this  | business  | Number of years experience  |                                 |  |  |  |

## 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 Obligee 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 Obligee 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.

|  | Signed,                          | sworn to and dated this |  | ·          |               |
|--|----------------------------------|-------------------------|--|------------|---------------|
| PRINCIPAL (Co<br>exactly as it app         | mpany Name-<br>ears on the bond) |                         |  |            |               |
| Χ  |                                  |                         | Χ  |            |               |
| Authorized Representative and Individually |                                  |                         | Authorized Representative and Individually |            |               |
|  | Print Name                       | Email Address           |  | Print Name | Email Address |
| X  |                                  |                         | X  |            |               |
| Authorized Representative and Individually |                                  |                         | Authorized Representative and Individually |            |               |
|  | Print Name                       | Email Address           |  | Print Name | Email Address |