

**E.R.I.S.A Bond Application**

Bond Number: \_\_\_\_\_

Name of Plan: \_\_\_\_\_  
*(Exact name of plan to be covered)*

Address: \_\_\_\_\_

1) Is the Plan serviced by an Independent Administrator?  Yes  No  
If yes, name of Administrator: \_\_\_\_\_  
Address: \_\_\_\_\_

2) Is the Plan audited annually by a CPA?  Yes  No  
If yes, name of CPA firm: \_\_\_\_\_  
Address: \_\_\_\_\_

3) How many trustees are there for the Plan? \_\_\_\_\_ *-All trustees must sign below-*

4) Are two signatures required to withdraw from the Plan?  Yes  No  
Does the plan contain non-qualified assets?  Yes  No  
If Yes, what are they and what is their value: \$ \_\_\_\_\_

5) Have non-qualified assets of the plan been bought or sold in the last 2 years?  Yes  No

6) Amount of Bond: \$ \_\_\_\_\_ Total Plan Assets: \$ \_\_\_\_\_

7) What percentage of the Plan Assets belong to the trustees? \_\_\_\_\_ %

8) Proposed Effective Date: \_\_\_\_\_ Requested Bond Term:  1 Year  3 Years

*Note: Nonqualified bonds will require financial statement. For bond amounts in excess of \$250,000, additional information may be required.*

**INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN**

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned individually hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To reimburse American Contractors Indemnity Company, Texas Bonding Company, U. S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety" upon demand for all payments made for and to indemnify Surety from:
  - a) all loss, contingent loss, liability and contingent liability, claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
  - b) to pay Surety an advance premium for the first year or a fractional part thereof that is fully earned and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
  - c) Upon written demand, to deposit with the Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any bond or other bonds the Surety may have issued for the undersigned.
2. 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.
3. Surety is authorized to investigate, at any time, the undersigned's credit, employment history, and department of motor vehicle records. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. 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 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).

I, the undersigned, declare that the foregoing statements are true and correct. Additionally, I acknowledge that the first year's premium is fully earned upon issuance of the requested bond and I agree to pay all premiums as they become due.

Signed, sworn to and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

X \_\_\_\_\_  
SIGNATURE PRINT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER EMAIL ADDRESS

\_\_\_\_\_  
RESIDENCE ADDRESS

\_\_\_\_\_  
PHONE NUMBER

X \_\_\_\_\_  
SIGNATURE PRINT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER EMAIL ADDRESS

\_\_\_\_\_  
RESIDENCE ADDRESS

\_\_\_\_\_  
PHONE NUMBER

## FRAUD WARNINGS

**ARKANSAS RESIDENTS:** Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**COLORADO RESIDENTS:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DISTRICT OF COLUMBIA RESIDENTS:** WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

**FLORIDA RESIDENTS:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**LOUISIANA, MAINE, RHODE ISLAND, TENNESSEE, VIRGINIA, WASHINGTON, & WEST VIRGINIA RESIDENTS:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**KENTUCKY RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MARYLAND RESIDENTS:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW JERSEY RESIDENTS:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO RESIDENTS:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

**NEW YORK RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO RESIDENTS:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claims containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA RESIDENTS:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**PENNSYLVANIA RESIDENTS:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person criminal and civil penalties.