

Release of Lien Bond Application

Bond Number: _____

A BOND INFORMATION			
TYPE OF BOND/ UNDERTAKING	BOND AMOUNT	LIEN AMOUNT	CODE SECTION ALLOWING BOND
NAME OF COUNTY IN / OR ENTITY WITH WHICH THE LIEN WAS FILED		STATE	CASE NUMBER IF LAWSUIT HAS BEEN FILED

B LIEN INFORMATION		
LIEN CLAIMANT NAME	LIEN CLAIM AMOUNT	DATE LIEN FILED/ RECORDED
NAME AND ADDRESS OF PROPERTY OWNER FOR PROPERTY ON WHICH LIEN WAS FILED		LAST DATE WORK PERFORMED
REASON WHY LIEN IS DISPUTED		LIEN IDENTIFICATION/ FILING NUMBER

B PRINCIPAL INFORMATION	
PRINCIPAL NAME	PHONE NUMBER
PRINCIPAL ADDRESS (ADDRESS/ CITY/ STATE/ ZIP)	

C IF PRINCIPAL IS AN INDIVIDUAL		
INDIVIDUAL'S FIRST NAME/ MIDDLE NAME/ LAST NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER
<input type="checkbox"/> Own <input type="checkbox"/> Rent	INDIVIDUAL'S HOME ADDRESS (ADDRESS/CITY/ STATE/ ZIP)	
EMAIL ADDRESS	HOME/ MOBILE PHONE	
<input type="checkbox"/> Employed / Self Employed <input type="checkbox"/> Retired	EMPLOYER NAME	LENGTH OF EMPLOYMENT
OCCUPATION or SELF EMPLOYED BUSINESS TYPE	ANNUAL INCOME	NET WORTH
BANK NAME	BANK ACCOUNT NUMBER	
BANK ADDRESS (ADDRESS/CITY/ STATE/ ZIP)		
Have you ever had a conviction or civil judgment for fraud?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever declared bankruptcy?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If you answered YES to any of the questions above, please provide a detailed explanation.</i>		

C IF PRINCIPAL IS A LEGAL ENTITY (LIST ALL OWNERS, attach on separate sheet if necessary)		
NATURE OF BUSINESS	BUSINESS TAX ID NUMBER	
OWNER FULL NAME	HOME ADDRESS (ADDRESS/CITY/ STATE/ ZIP)	SOCIAL SECURITY NUMBER
OWNER FULL NAME	HOME ADDRESS (ADDRESS/CITY/ STATE/ ZIP)	SOCIAL SECURITY NUMBER
BANK NAME AND ADDRESS	BANK ACCOUNT NUMBER	
BANK ADDRESS (ADDRESS/CITY/ STATE/ ZIP)		

Do you understand that first year's premium is fully earned upon issuance of the bond?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you understand that premium is an annual charge so long as the bond bears risk?	
Do you understand that you may have obligations to provide notice of the bond to the lien claimant pursuant to the statute, and that failure to do so may result in the bond continuing to bear risk until those obligations are satisfied?	<input type="checkbox"/> Yes <input type="checkbox"/> No

- ATTACH A COPY OF THE RECORDED/ FILED LIEN. ATTACH A COPY OF THE LAWSUIT IF IT HAS BEEN FILED TO ENFORCE THE LIEN.
- ATTACH COPIES OF OTHER SUPPORTING COURT DOCUMENTS.

INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.

In consideration of American Contractors Indemnity Company, U.S. Specialty Insurance Company and/or United States Surety Company referred to hereafter as "Surety," issuing the bond applied for, 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.
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. 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.
7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, 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.
8. Unless specified by law or stated in the bond that the bond can not 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.

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 an individual or sole owner, applicant must sign as duly authorized representative. If a general partnership, managing member must sign as duly authorized representative. If a corporation, an officer must sign as the authorized representative.

Signed, sworn to and dated this _____ day of _____, _____.

Principal Name

Principal Signature

Print Name and Title

Additional Indemnitors (if required)

Additional Indemnitor Signature

Print Name

Additional Indemnitor Signature

Print Name

Additional Indemnitor Signature

Print Name

Additional Indemnitor Signature

Print Name

DETAILED EXPLANATION

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



Fraud Warnings and Privacy Policy

Fraud Warnings

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 fines and confinement in prison.

APPLICABLE IN ALABAMA

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

APPLICABLE IN ARKANSAS, LOUISIANA AND WEST VIRGINIA

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 fines and confinement in prison.

APPLICABLE IN CALIFORNIA

Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

APPLICABLE IN COLORADO

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 of award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

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.

APPLICABLE IN FLORIDA

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.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN KANSAS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN KENTUCKY

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.

APPLICABLE IN MAINE

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 denial of insurance benefits.



TOKIO MARINE
HCC

Fraud Warnings and Privacy Policy

APPLICABLE IN MARYLAND

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

APPLICABLE IN MINNESOTA

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

APPLICABLE IN NEW JERSEY

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

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deception statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

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.

APPLICABLE IN OREGON

Material misstatements, misrepresentations, omissions or concealments by an insured that are fraudulent or material to the insurance contract, the risk assumed, or the interests of an insurer and are relied upon by an insurer may result in policy rescission, cancellation, or denial of claim.

APPLICABLE IN TENNESSEE, VIRGINIA AND WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines or denial of insurance benefits.

APPLICABLE IN VERMONT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

NOTICE TO NEW YORK APPLICANTS:

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.

Privacy Policy

Here at Tokio Marine HCC – Surety Group we know that your privacy is important to you, which makes it important to us. In support of changes to data privacy laws, we've made updates to our Privacy Policy and want to make sure you are aware of our updates. The new version of our privacy policy is available at www.tmhcc.com/en-us/legal/privacy-policy.