

**THE GUARANTEE COMPANY OF NORTH AMERICA USA
ALL PURPOSE BOND APPLICATION**

DIRECTIONS	Agency Name: _____
1. Type or Print clearly.	2. Complete the FRONT and APPLICABLE sections on the BACK.
3. Attach any special bond form.	4. On Corporations & General Partnerships owners must sign also as an Individual

APPLICANT INFORMATION

Name (as shown on license or as to appear on bond) : _____ Individual Proprietorship Partnership Corporation
Tax ID No. _____

Business Address: _____ Phone No. _____

Owner's Name _____ Home Address _____ Phone No. _____

Social Security No. _____ Spouse's Name _____ Social Security No. _____

For Partnerships & Corporations, list additional Owners, % of Ownership, Federal Tax ID, Spouse, Home address and SSN's.

Owner _____ % _____ SSN _____ Address _____

Spouse _____ SSN _____ Address _____

Complete the following for each owner; NOTE: *Any item checked attach explanation.*

- | | |
|---|---|
| 1. Ever filed Bankruptcy either Business or Personal? _____ | 3. Any pending Lawsuits or Tax Liens? _____ |
| 2. Any Judgments/Foreclosures in the past 10 years? _____ | 4. Ever defaulted on a Surety Bond? _____ |

FRAUD STATEMENT:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE 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 AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

GENERAL AGREEMENT OF INDEMNITY – READ CAREFULLY

Each of the undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to The Guarantee Company of North America USA and/or Greenwich Insurance Company (hereinafter called the Company) to execute or procure the execution of any or all of the bonds above, described subsequent bonds, undertakings and any and all extensions, modifications or renewals thereof, additions thereto or substitutions therefor, any and all such instruments separately called the Bond. The undersigned authorize the Company to investigate its business and credit history with any person or entity, whether named herein or not.

Should the Company execute, or procure the execution of said bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

- (1) To pay, or cause to be paid, premium or premiums on said bond as determined by the Company.
- (2) To completely indemnify the Company from and against any liability, loss, cost, attorneys fees, and expenses of whatsoever kind or nature, including the enforcement of this agreement, which the Company shall at any time sustain, or incur by reason or in consequence of having executed or procured the execution of the bond.
- (3) That liability hereunder shall extend to and include all amounts paid by the Company in good faith under the belief that it was liable therefor or that such payments were necessary to protect any of its rights hereunder or to avoid or lessen its liability, and the vouchers or other evidence of such payments shall be conclusive evidence of the fact and extent of the liability of the undersigned to the Company.
- (4) If the Company shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Company a sum of money, equal to such reserve and any increase thereof, to be held by the Company as collateral security on said bond. Any money or property which shall have been or shall hereafter be pledged by any of the undersigned's collateral security on said bond shall be held subject to the terms of the Company's regular form of collateral receipt which is hereby made a part of this instrument to the same extent as if set out at length herein, and any such collateral shall be available, in the discretion of the Company, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned.
- (5) To waive and does hereby waive all right to claim any property, including homestead, as exempt from levy, execution, attachment, sale, or other legal process under the constitution or law of the United States of America, or any State, territory or province.
- (6) If the Company shall procure any other company or companies to execute or join with it in executing, or to reinsure said bond, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this instrument and in that event the word "Company" wherever used herein, shall be deemed to include such other company or companies, as their respective interests may appear.
- (7) That the undersigned shall not be relieved of liability hereunder by the Company's consenting to any change, addition, substitution or new obligation in connection with said bond, or any obligation covered thereby, notice of any such change, addition, substitution or new obligation being hereby waived.
- (8) That the Company shall have the right to cancel said bond whenever it shall see fit without giving any reason, and is hereby released from and any damages that may be sustained by the undersigned by reason of such action.
- (9) That separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
- (10) Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Company with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
- (11) This agreement shall be liberally construed so as to fully protect and indemnify the Company.

Signed and sealed this _____ day of _____, _____.
Name of Applicant: _____

Witness: _____	By: _____ (seal) (Signature and Title)
Witness: _____	By: _____ (Indemnitor)
Witness: _____	By: _____ (Indemnitor)

ALL SIGNATURES MUST BE WITNESSED

LICENSE/PERMIT/MISC.BONDS-Submit Financial Statements and required bond forms.

Type of Bond: _____ Bond Amount: _____ Effective: _____

Name of Oblige: _____

Obligee Address: _____

Attach any special bond form required by Oblige

COURT BOND –Submit financial statements and court documents. (DEFENDANTS require COLLATERAL)

Type of Bond: _____ Bond Amount: _____ Effective: _____

Plaintiff (as appears on court documents): _____

Defendant (as appears on court documents): _____

Court where bond is to be filed: _____

Court Address: _____

Case No.: _____ Attorney/Law Firm: _____ Phone: _____

Attorney Address: _____

Attorney may have to draw up bond form for special situations. All collateral must be pre-approved.

PROBATE BOND – Submit financial statements and court documents.

Type of Bond: _____ Bond Amount: _____ Effective: _____

Name of Ward: _____ Date of Birth: _____

Name of Deceased: _____ Date of Death: _____

Date of Appointment: _____ Is applicant indebted to estate or trust? No Yes, If yes,

explain: _____ Name of Attorney/Law Firm _____

Attorney Address: _____ Phone: _____

List assets of estate or trust (including anticipated assets coming into estate by litigation, benefits or revenues)

_____ Applicants

relationship to deceased/ward(s): _____

List probable heirs of the estate: _____

Have waivers agreeing to applicants appointment been filed? No Yes Are there any dissension amongst heirs? No Yes,

if yes, explain _____

Is there a going business in estate? No Yes, If yes, attach business financials and a business plan.

Name and address of Court where bond is being filed. _____

LOST INSTRUMENT/SECURITIES BOND–Submit financial statement, copy of document and any special forms required.

Type of Bond Fixed Penalty Open Penalty – Value \$ _____ Bond Amount \$ _____

Effective date: _____ Description of lost document: _____

_____ Date of document: _____ Endorsed? No Yes

If yes, explain, _____

Has notice of loss been given? _____ To whom? _____

Describe manner of loss _____

_____ If registered, in whose name? _____

If a check, has payment been stopped? No Yes Explain answer: _____

If a deed of trust or note, has either been involved in a lawsuit, dispute, judgment or probate proceedings?

Descibe _____

PUBLIC OFFICIAL BOND- Submit financial statement or call for requirements over 25,000.

Position to be bonded: _____ Bond Amount: _____

Effective: _____ Term of Office: _____ Elected or Appointed? _____

Name of Oblige: _____

Obligee Address: _____

Premium will be paid? Annually for Term

Attach any special bond form required by Oblige