

Mickey Herman Surety & Insurance Agency

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SureTec Commercial Surety Bond Application

Type of Bond		Amount \$	Bond Effective Date	
Who is requiring the Bond (Obligee)				
Obligee's Address		City	State	Zip
Does Obligee require its own bond form? Yes No <i>If yes, please attach a copy if possible</i>				
Applicant Name (as it is to appear on the bond)				
Address		City	State	Zip
County	SS# or Tax ID#	Phone	Email:	
Date Business Started	Type of Business	Individual	Partnership	Corporation
		S Corp	LLP	LLC
Name of Bank		Bank Address		
Bank Contact Name		Contact Phone Number	Years with Bank	Credit line \$
Prior Surety? Yes No <i>if yes, please give name and reason for change:</i>				
Has the business or any principal involved: <i>if yes, attach an explanation</i>				
Have any outstanding collection items or liens?		Yes No	Ever had any lawsuits or judgments against them?	
			Yes	No
Ever failed in business or declared bankruptcy?		Yes No	Ever had a license or bond cancelled or denied?	
			Yes	No

Owner Information- if more than 2 owners, make a copy and complete

Name		SSN	Email		DOB
Home Address			City	State	Zip
Own	Rent	If own, what is the value of your home?		Mortgage Amount?	
Phone		What Percentage of this business do you own?		Years of industry experience?	
Spouse's Name:			Spouse's SSN		
Name		SSN	Email		DOB
Home Address			City	State	Zip
Own	Rent	If own, what is the value of your home?		Mortgage Amount?	
Phone		What Percentage of this business do you own?		Years of industry experience?	
Spouse's Name:			Spouse's SSN		

Indemnification Agreement - Read Carefully and Sign

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned Owner, Applicant, and any additional Indemnitors (collectively, "Indemnitors") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company, SureTec Indemnity Company and their co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company or SureTec Indemnity Company (individually and collectively called "SureTec") as follows:

1. Indemnitors agree to pay SureTec an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with SureTec's then current premium rates or any minimum earned premium until SureTec shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to SureTec, is furnished to SureTec.
2. Indemnitors agree that SureTec may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Indemnitors warrant and represent that the questions answered and information furnished in connection with the application are true and correct.

4. Indemnitors agrees to indemnify and keep indemnified SureTec and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel, experts' and attorneys' fee, which SureTec or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
5. If SureTec shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with SureTec a sum of money, equal to such reserve and any increase thereof, to be held by SureTec as collateral security on said bond. Any such collateral shall be available, in the discretion of SureTec, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
6. Indemnitors hereby grant to SureTec a security interest in, and lien on, all of their furniture, fixtures, equipment, office equipment, books and records, documents, accounts, deposit accounts, investment property, security accounts and security entitlements, accounts receivable, chattel paper, instruments, letter of credit rights, contract rights and contract proceeds, machinery, plant, inventory, insurance policies, vehicles, tools, real property, and general intangibles, and agree that SureTec may perfect any interest granted herein by filing or otherwise .
7. If SureTec shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure 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 actions against the Indemnitors to enforce the provisions of this instrument.
8. An itemized statement of payments made, and expenses incurred, by SureTec, sworn to by an officer of SureTec, shall be *prima facie* evidence of the liability of the Indemnitors to reimburse SureTec for such payments.
9. SureTec in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to: (a) make or consent to any change in said bond or to issue or caused to be issued any substitutions, novations or renewals thereof, and this instrument shall apply to such substituted or changed bond or renewal and the surety thereon; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to cancel or procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by SureTec shall be conclusive against and binding upon the Indemnitors.
10. Indemnitors agree to pay the full amount of the foregoing regardless of (a) the failure of the principal or any Applicant, Owner, or Indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by SureTec 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. Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Indemnitors assigned, transferred, and set over to SureTec in this Agreement, and in the name of the Indemnitors, or any one or more of them, to make, endorse, execute, sign, fill in blanks, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, deeds of trust and all other instruments.
12. Indemnitors hereby expressly waive notice from SureTec of any claims or demand made against SureTec or the principal under the bond or of any information SureTec may receive concerning the principal, any contract, or bond. SureTec shall have to right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
13. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile or electronic copy of this Agreement, including actual, virtual, electronic, or click-through signatures or affirmations, shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
14. All obligations of the principal, applicants, and indemnitors to SureTec are due, payable, and performable in Houston, Harris County, Texas, where venue of any action to enforce this agreement may be brought by SureTec. SureTec shall be entitled to recover all attorney's fees (including those of attorneys employed by SureTec), consulting fees, expert fees, collection costs, and claims handling or adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement. Texas law, without reference to the conflict of law rules of any other state that would apply any other law, shall apply to this Agreement.
15. In consideration of the execution by SureTec of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the Indemnitors, as fully as though each of the undersigned were the sole Owner or Applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

Signed and dated this _____ day of _____, 20 _____

X _____
 Owner, Individually, and as the Authorized Representative of Applicant (Print Name)

Additional Indemnitors

X _____
 (Signature) (Print Name)

X _____
 (Signature) (Print Name)

X _____
 (Signature) (Print Name)

X _____
 (Signature) (Print Name)