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Form 10

APPLICATION FOR BOND—ANY KIND

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

- Section
- Public Official 1
 - Fidelity 2
 - Probate 3
 - Referee, Receiver, etc. 4
 - Court 5
 - License 6
 - Lost Securities 7

Applicant Name (Exactly as shown on License or Bond) Please print or type				Social Security #	Date of Birth	Married <input type="checkbox"/> Single <input type="checkbox"/>
Residence Address (Street and Number)	(City)	(State)	(Zip)	(Telephone #)	(Fax #)	(Email Address)
Business Address (Street and Number)	(City)	(State)	(Zip)	(Telephone #)	(Fax #)	(Email Address)
Occupation or Business	How long so engaged?	Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.				
Type of Bond	Amount of Bond	Effective Date				
Complete Name and Address of Oblige						

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: Business Financial Statement Personal Financial Statement

ASSETS	LIABILITIES
Cash (List Banks) _____	Accounts Payable _____
Stocks + Bonds — Describe _____	Taxes due & accrued _____
Notes Receivable — Describe _____	Notes Payable to Bank _____
Merchandise or Material in Stock _____	Notes Payable to Others (Describe) _____
Accounts Receivable _____	Mortgage on Real Estate _____ A
Real Estate, Homestead _____ A	Mortgage on Real Estate _____ B
Real Estate, Investment _____ B	Other Liabilities — Describe _____
Furniture and Fixtures _____	TOTAL LIABILITIES _____
Other Assets - Describe _____	Capital Stock (Paid in) _____
TOTAL ASSETS _____	NET WORTH OR SURPLUS _____
	TOTAL Liabilities and Net Worth _____

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- (10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____

Agency <u>Aspenshage Ins. Agency</u>
Address <u>PO Box 66</u>
<u>Coetex</u> City <u>CO</u> State <u>81321</u> Zip
Agent's Code _____

- X _____ Signature & Business/Corporate Title
- X _____ "Indemnitor"
- X _____ "Indemnitor"
- _____ "Indemnitor"

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _____

Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe John Doe "Indemnitor"

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety.