



# Instruction Sheet

## Lost Instrument Bond Application

This instruction sheet is designed to assist you in sending a complete underwriting submission to your underwriter at The Main Street America Group. A complete underwriting submission will avoid a delay in reviewing and processing the application and submission due to incomplete or missing underwriting information.

Please complete the **Lost Instrument Bond Application** and obtain the proper Applicant-Indemnitor signatures and notary acknowledgment. Please answer each question and provide complete details to any underwriting question where a descriptive answer is required.

A complete copy of all supporting documentation and the bond form the Obligee will require that we use (if any) should be submitted with the application.

The Affidavit is contained on page two of the application. Please carefully review the Affidavit and obtain the signature of the Deponent(s)-Applicant(s). The signature of the Deponent(s)-Applicant(s) must be notarized by a Notary Public. The Indemnity Agreement is contained on page three of the application. Please carefully review the application to make certain the applicant(s) has:

- Dated the Affidavit section of the application.***
- Signed the Affidavit section of the application before a Notary Public.***
- Obtained the signature and seal of a Notary Public.***
- Dated the Indemnity Agreement section of the application.***
- Signed the Indemnity Agreement section of the application and listed their social security number or FEIN number.***
- Obtained a witness of their signature.***

**Note:** *The witness should be an independent party and not a spouse or other family member.*

If the applicant(s) is a business entity, the application must be signed by the President or other authorized officer and properly witnessed or attested.

The personal indemnity of the owner(s) of the business entity may be required. If required, the personal indemnitor(s) should sign as an applicant-indemnitor, list their social security number and obtain a witness of their signature. The witness should be an independent party and not a spouse, other family member or another applicant-indemnitor.

Please contact your underwriter if you have any questions prior to sending the application and submission for underwriting review.

**A.A. DORITY**

SURETY BONDS  
Established 1899

**262 Washington Street; Suite 99**  
**Boston, MA 02108**  
**P. 617.523.2935**  
**Surety Bonds since 1899**

**Agent Name/Code:**

**Applicant Information**

New Business Billing Option:  Agency Bill  Direct Bill

Applicant(s) Name in Full:		Social Security #	FEIN #
Applicant(s) Complete Address (street, city, state, zip code):		Has Applicant(s) Ever Filed for Bankruptcy? <input type="checkbox"/> YES – Explain <input type="checkbox"/> NO	
Applicant(s) Preferred Telephone Number: Home _____ Cell _____	Applicant(s) EMAIL Address:		
Applicant(s) Current or Prior Occupation:	Is Applicant(s) the Owner of the Lost Instrument? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If Applicant(s) is not the Owner of the Lost Instrument, Please Provide the Name and Address of the Instrument Owner:			
Relationship to the Owner of the Lost Instrument, if Applicant(s) is Not the Owner: (Please provide documentation Applicant(s) has the authority to transact business on behalf of the owner, i.e. Power of Attorney or Court Order)			
Applicant(s) Structure: Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> DBA <input type="checkbox"/> Corporation C <input type="checkbox"/> Corporation S <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Joint Venture <input type="checkbox"/> Municipality <input type="checkbox"/> Non-Profit <input type="checkbox"/> School-University <input type="checkbox"/> Other _____			
Bond Amount: \$	Fixed Penalty <input type="checkbox"/> yes <input type="checkbox"/> no	Effective Date:	
	Open Penalty <input type="checkbox"/> yes <input type="checkbox"/> no		
Obligee(s) Name (Party Requiring the Bond):			
Obligee(s) Address:			
Description of the Lost Instrument:			
Description of How the Instrument was Lost or Stolen: (If the instrument was stolen, please provide a copy of the police report)		When was the Last Time the Instrument was In Your Possession?	
Was the Obligee Notified of the Loss? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Loss Notification: (Please Provide Loss Notification Documentation)	If Loss Occurred During Mailing, Was the Instrument Mailed Certified, Registered or Via Overnight Mail with Proof of Mailing? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b><i>Please provide details relating to any questions answered "yes"</i></b>			
* Is the applicant(s) a non-U.S. Citizen? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Has any applicant(s) ever been convicted of a felony or crime involving dishonesty, including theft or fraud? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Has any applicant(s) ever had a bond claim filed or paid against them? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Does any applicant(s) have any suits, liens or judgments filed against them? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Has the requested bond been declined by another Surety Company? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Has any other person or entity claimed ownership of the Lost Instrument? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Is the Lost Instrument involved or potentially involved in any litigation? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Is the Lost Instrument in Bearer Form? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Has the Lost Instrument been endorsed, assigned, pledged or hypothecated? <input type="checkbox"/> yes <input type="checkbox"/> no			
* Is the Lost Instrument negotiable? <input type="checkbox"/> yes <input type="checkbox"/> no			

<b>If the Instrument is a Check:</b> Name of Issuing Bank  Check Number Date of Issue Amount of Check Payee Name Was Stop Payment Notice Issued? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Date of Stop Payment Notice	<b>If the Instrument is a Bond:</b> Name of Issuing Company  Bond Number Date of Issue Face Amount Interest % Interest Paid Maturity Date Frequency of Interest Payments	<b>If the Instrument is a Stock Certificate:</b> Name of Issuing Company  Serial/CUSIP Number Date of Issue Number of Shares Current Market Value of Shares Ticker Symbol Stock Exchange: <input type="checkbox"/> NYSE <input type="checkbox"/> NASDAQ <input type="checkbox"/> OTC <input type="checkbox"/> Other Is the Stock Certificate Registered with CUSIP Service Bureau and Securities Information Center? <input type="checkbox"/> Yes <input type="checkbox"/> No Was the Stock Certificate Endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the Instrument is a Savings Pass Book or Money Market Account:</b> Name of Issuing Bank  Account Number Date of Issue Account Balance	<b>If the Instrument is a Co-op Certificate:</b> Name of Issuing Co-operative Association  Date of Issue Number of Co-op Shares Market Value of Co-op Unit	<b>If the Instrument is a Deed of Trust or Note:</b> Name of Issuing Company  Date of Issue Face Amount Has the Deed of Trust or Note Been Involved in a Lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Was a Judgment Obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No

**AFFIDAVIT**

STATE OF

SS:

COUNTY OF

Know All Men by These Presents, That  
of

, Deponent(s)-Applicant(s), being duly sworn deposes and says:

That said Deponent(s)-Applicant(s) is the lawful owner or has authority to transact business on behalf of the lawful owner of certain securities described as follows:

(Please provide a complete description of the securities)

That said securities were not endorsed. If endorsed, describe the nature and circumstances of the endorsement.

That neither the said securities nor the rights of the Deponent(s)-Applicant(s) in the said securities have in whole or in part, been sold, assigned, endorsed, transferred, hypothecated, pledged or otherwise disposed of, or any interest therein, in any manner whatsoever;

That the Deponent(s)-Applicant(s) is entitled to the full exclusive possession of said securities;

That  
(Please provide complete details surrounding the loss or destruction of the securities)

That said Deponent(s)-Applicant(s) hereby requests \_\_\_\_\_, Obligee, to issue new or duplicate securities in lieu of the securities lost or destroyed and hereby agrees in consideration of the issue of said new or duplicate securities to hold \_\_\_\_\_, Obligee, its respective transfer agents and \_\_\_\_\_ as Registrar and its and their successors and assigns harmless against any loss or damage sustained by reason of the issue of such new or duplicate securities or the refusal to make transfer of the lost securities.

It is understood that the word "securities" mentioned herein shall mean one or more than one particular instrument or document as above described.

Signed, sealed and delivered by the Deponent(s)-Applicant(s) this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Deponent(s)-Applicant(s) (Seal)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

Notary Public

(Affix Notary Seal)



**Indemnity Agreement**

The undersigned, hereinafter called the Indemnitor(s) (if there be more than one Indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows:

That the foregoing statements made and answers given in the submitted application are the truth without reservation, and are made for the purpose of inducing the NGM Insurance Company, Old Dominion Insurance Company and/or Spring Valley Mutual Insurance Company, their affiliates, successors or assigns hereinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for. The Indemnitor(s) hereby expressly authorize the Company to access their credit reports at any time until all obligations of said Indemnitor(s) have been fully discharged for any of the following purposes: (a) to verify information provided to the Company; (b) for underwriting purposes; (c) to investigate claims or potential claims relating to the underwriting of bonds; (d) for debt collection. That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond. That the Indemnitor(s) shall pay all premiums and renewal premiums as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond. That the Indemnitor(s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, costs, charge, attorney's fee, expense, suit, order, judgment, or adjudication arising from the existence of the Bond. That if the Company shall set up a reserve to cover any claim, demand, loss, liability, cost, charge, attorney's fee, expense, suit, order judgement or adjudication arising from the existence of the Bond the Indemnitor(s) shall, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security for the Bond obligation. That the Company shall have exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Indemnitor(s), as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the indemnitor(s). That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Indemnitor(s). That nothing herein contained shall be in derogation of any right or remedy which the Company might have independently hereof. A facsimile signature of this document shall be deemed an original signature for any and all purposes. Regardless of the date of signature(s), this Indemnity Agreement is effective as of the date of execution of the Bond and is continuous until the Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. **If the Applicant/Indemnitor is an Entity (Corporation, Limited Liability Company or Partnership), the undersigned affirms to the Company that such Entity has the power and authority to enter into this Agreement and that the individual(s) executing this Agreement on behalf of such Entity is duly authorized to do so.**

**“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.”**

① Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Applicant-Indemnitor

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

**Indemnity Must Be: ① Dated ② Witnessed ③ Signed by Applicant / Indemnitors**

① Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Applicant-Indemnitor

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

**Indemnity Must Be: ① Dated ② Witnessed ③ Signed by Applicant / Indemnitors**

① Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Applicant-Indemnitor

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

**Indemnity Must Be: ① Dated ② Witnessed ③ Signed by Applicant / Indemnitors**

① Signed, Sealed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Applicant-Indemnitor

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

② \_\_\_\_\_ ③  
Witness Indemnitor – Include Social Security #/Tax I.D. # ( \_\_\_\_\_ )

**Indemnity Must Be: ① Dated ② Witnessed ③ Signed by Applicant / Indemnitors**