

APPLICATION AND INDEMNITY AGREEMENT FOR A BUSINESS SERVICE SURETY BOND



LICENSED PRODUCER (required): _____

Agency Name: _____ **Agency Code:** _____

| | | | |
|-----------------|--|--|--|
| Billing Method: | Agency Billed <input type="checkbox"/> | Direct Billed <input type="checkbox"/> | Agency Billed with Direct Billed at Renewal <input type="checkbox"/> |
|-----------------|--|--|--|

Principal Name: _____

Business Address: _____
Street Address
City, State
Zip Code

Predominant nature of your business activity: _____

How long in this business? (Indicate Dates) _____

Bond Limit Requested? \$ _____ (\$100,000 MAXIMUM)

- Number of Employees is less than or equal to 25?** No Yes
1. Does the Applicant have any other Surety bonds or fidelity policies in force with any other Surety company? No Yes
 2. Has another Surety company declined to write this or any previous bond or fidelity policy? No Yes
 3. Have you ever had a bond or fidelity policy involuntarily terminated or cancelled? No Yes
 4. Has there ever been a claim or legal action against any bond or fidelity policy executed on your behalf ? No Yes
 5. Do **you** or any of **your** companies have any pending lawsuits, unsatisfied judgments or liens? No Yes
 6. Have **you** or any of **your** companies declared bankruptcy or become insolvent? No Yes
 7. Have **you** or any of **your** companies been the subject of any legal or administrative proceedings resulting in disciplinary action? No Yes
 8. Have **you** ever been convicted of a felony? No Yes

Indemnity Agreement

Indemnity Agreement (“Agreement”)

In consideration of Hartford Fire Insurance Company or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers (“Hartford”) Underwriting Bonds, the Undersigned hereby agree as follows:

- (1) Definitions:
 - (a) “Underwriting” or “Underwrite” shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
 - (b) “Bond” or “Bonds” shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
 - (c) “Loss” means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by Hartford on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
 - (d) “Claim” means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.
- (2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as “Indemnitors”) hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing Hartford, as surety, to Underwrite Bonds.
- (3) Indemnitors hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Hartford; (b) for Underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. Hartford may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.
- (4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to Hartford that Hartford has been discharged or released from all liability under the Bond.
- (5) Indemnitors agree to exonerate, indemnify and hold Hartford harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by Hartford as collateral security against any Loss, Claim or liability.
- (6) Hartford shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. Hartford’s decision shall be final, binding, and conclusive on Indemnitors.
- (7) Indemnitors agree that any Obligees on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by Hartford in its investigation of any claim. Indemnitors irrevocably appoint Hartford as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by Hartford to secure all rights provided under this Agreement or at law.
- (8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.
- (9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

WITNESS the following signature(s) and seal(s) this _____ day of _____, 20 ____ . ←

If Indemntor is a PARTNERSHIP , CORPORATION or LLC:

Witness

Name of Firm/Corporation

Printed Name: _____

Printed Name: _____

(Seal)

Signature: _____

Printed Title _____

Signature _____

Witness

Name of Firm/Corporation

Printed Name: _____

Printed Name: _____

(Seal)

Signature: _____

Printed Title: _____

Signature: _____

If Indemntor is INDIVIDUAL (need Social Security)

Witness

Indemntor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

If Indemntor is INDIVIDUAL (need Social Security)

Witness

Indemntor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

If Indemntor is INDIVIDUAL (need Social Security)

Witness

Indemntor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

CALIFORNIA NOTICE

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.