Merchants Bonding Company

DES MOINES OFFICE
2100 FLEUR DRIVE
DES MOINES, IOWA 50321-1158
(515) 243-8171
FAX (515) 243-3854

AUSTIN OFFICE
P.O. BOX 26720
AUSTIN, TEXAS 78755-0720
(512) 343-9033
FAX (512) 343-8363

Bond No.

COMMERCIAL BOND APPLICATION

Applicant (Exactly as it will appear on bond)	Social Security #	Married ☐ Single ☐
Home Address		
Business Address	Phone	Email
Type of Business or Individual's Occupation	Type of Organization ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC	How long in business?
Name & Address of Owner or Co-Applicant or Indemnitor	% of Ownership	Social Security #
Type of Bond	Amount of Bond $	Effective Date
Obligee Name & Address		
Previous Surety ☐ Yes ☐ No If yes, give name and reason for change.	Other Surety Bonds in force? ☐ Yes ☐ No If Yes, provide name of Surety:	

INDEMNITY AGREEMENT

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), of Des Moines, Iowa, hereinafter called the Company, witnesseth:

The undersigned hereby authorizes the _____ Bank of _____ to give MERCHANTS BONDING COMPANY (Mutual), hereafter called Company full information upon its request, showing the balance of the undersigned's account at this date, the undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of $100.00 per day for officers and $50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, 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 on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the aftorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

Disclosure to Applicant given pursuant to the Fair Credit Reporting Act. You are hereby notified that an investigative consumer report including information as to your character, general reputation, personal characteristics and mode of living MAY be obtained by the Company. You may request in writing from the Company disclosure of the nature and scope of such report if obtained. (This applies to an individual person only.) I acknowledge I have read the preceding Disclosure.

Dated the _____ day of _____ A.D. _____

(Sign Application Twice - as Applicant and as Indemnitor)

_____ _____

Witness **Applicant's Signature**

In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

Witness	Indemnitor
Witness	Indemnitor
Witness	Indemnitor
Witness	Indemnitor

***** COMPLETE APPROPRIATE SECTIONS ON NEXT TWO PAGES *****

☐ LICENSE & PERMIT

FINANCIAL STATEMENT NECESSARY IF STATE OBLIGEE OR OVER $25,000.

Net Worth $	Public liability insurance carried? ☐ Yes ☐ No (Give limits)	Property damage insurance carried? ☐ Yes ☐ No (Give limits)

☐ PROBATE

FINANCIAL STATEMENT NECESSARY AT UNDERWRITER'S DISCRETION

- ☐ ADMINISTRATOR
- ☐ EXECUTOR
- ☐ PERSONAL REPRESENTATIVE
- ☐ GUARDIAN/CONSERV. OF MINOR
- ☐ GUARDIAN/CONSERV. OF INCAPACITATED PERSON
- ☐ OTHER

PLEASE ATTACH COURT PAPERS TO APPLICATION

Name of Deceased or Ward	Date of death	Date of appointment	Is applicant indebted to the estate or trust? ☐ Yes ☐ No (If yes, explain on an attached sheet)

Name and address of attorney (If none, do not write the bond; submit it to our underwriters)

Will the attorney remain involved throughout the duration of this estate? ☐ Yes ☐ No	Assets of estate or trust (Describe)

Name and age of Minor(s) or Incapacitated Person	Applicant's relationship to Deceased or Ward	Net Worth $

Are guardianship funds to be used for support of ward? ☐ Yes ☐ No Approximately how much per month?	What is the source of the guardianship funds?

Who are the heirs of this estate?

Will any business of the estate be continued by fiduciary? ☐ Yes ☐ No Describe:	Is this bond required on the demand of an interested person? ☐ Yes ☐ No If yes, who?

Name and address of Court	County

What is the applicant's experience in handling fiduciary obligations?

☐ FIDUCIARY

FINANCIAL STATEMENT NECESSARY IF OVER $50,000

- ☐ REFEREE
- ☐ RECEIVER
- ☐ TRUSTEE

Plaintiff	Name and address of Principal's Attorney	
Defendant	Name and location of Court	Net Worth $

☐ COURT

FINANCIAL STATEMENT NECESSARY

- ☐ REPLEVIN
- ☐ ATTACHMENT
- ☐ GARNISHMENT
- ☐ OTHER

PLEASE ATTACH COURT PAPERS TO APPLICATION

Name and location of Court	Name of Defendant
Name and address of Attorney	If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action? ☐ Yes ☐ No If yes, submit for underwriting.

Explain purpose of bond (Submit copy of relevant documents)

☐ PUBLIC OFFICIAL

FINANCIAL STATEMENT NECESSARY IF OVER $50,000

Date: ☐ Elected ☐ Appointed	Term of office dates	Premium will be paid ☐ Annually ☐ For term	Will applicant sign checks? ☐ Yes ☐ No If yes, is countersignature required? ☐ Yes ☐ No

Are accounts reconciled monthly? ☐ Yes ☐ No By whom?	Are regular audits performed? ☐ Yes ☐ No By whom? How often?	Date of last audit	Do you employ deputies? ☐ Yes ☐ No If yes, are they bonded? ☐ Yes ☐ No

☐ LOST SECURITIES

FINANCIAL STATEMENT NECESSARY IF OVER $10,000

Serial Number and description (Please submit a copy or sample of the form it was on.)		Describe manner of loss
Date of instrument		Payable to applicant only? ☐ Yes ☐ No If no, who is it payable to?
Are securities endorsed? ☐ Yes ☐ No	If registered, in whose name?	Has notice of loss been given? ☐ Yes ☐ No When? To Whom?
How long has it been lost?	If a check, has payment been stopped? ☐ Yes ☐ No If yes, when?	If a deed of trust or note, has either been involved in a lawsuit? ☐ Yes ☐ No Was a judgment obtained? ☐ Yes ☐ No

☐ CERTIFICATE OF TITLE

FINANCIAL STATEMENT NECESSARY IF OVER $10,000

Vehicle Make	Vehicle Model	Vehicle Year	VIN

AGENT'S REMARKS:

☐ Do not know personally ☐ New account ☐ Client of this office

☐ Know personally and recommend, but do not handle applicant's general insurance.

Please give us your general comments and further remarks which will be helpful in making our final decision:

Agency Code _____

Agency Name _____

Address _____

_____

☐ **Check here if this application was previously faxed or emailed to Merchants Bonding Company.**

FINANCIAL STATEMENT

☐ Personal ☐ Business Financial Statement of _____ as of _____
NAME DATE

CURRENT ASSETS		CURRENT LIABILITIES	
Cash on Hand		Notes Payable	
		(a) To Banks Regular	
Cash in Bank(s) (Schedule A)		(b) To Others	
Stocks, Bonds, etc. (Schedule B)		Accounts Payable	
IRA / Retirement Accounts		(a) Current	
Accounts Receivable		(b) Past Due	
Notes Receivable			
Supplies			
Other Current Assets			
Total Current Assets	$0.00	Total Current Liabilities	$0.00
FIXED ASSETS		**LONG TERM LIABILITIES**	
Equipment at Book Value		Equipment	
Real Estate-Business (Schedule C)		Real Estate-Business (Schedule C)	
Real Estate-Homestead (Schedule C)		Real Estate-Homestead (Schedule C)	
Real Estate-Investment (Schedule C)		Real Estate-Investment (Schedule C)	
All other Assets (explain fully)		All Other Liabilities (explain fully)	
(a)		(a)	
(b)		(b)	
(c)		Total Long Term Liabilities	$0.00
		Total Liabilities	$0.00
Total Fixed Assets	$0.00	Capital Stock (paid in)	
Total Assets	$0.00	Net Worth	
		Total Liabilities and Net Worth	$0.00

SCHEDULE A - CASH

Name of Bank	Location	Amount on Deposit

SCHEDULE B - STOCKS, BONDS, ETC.

Name of Security	No. Shares	Par Value	Market Value	Dividends Paid Past Two Years	If Any Pledged, State to Whom and for What Purpose

SCHEDULE C - REAL ESTATE

Location and Description of Property	In Whose Name Is Title?	Monthly Revenue	Present Forced Sale Value	Amount of Mortgage

Assets of a trust listed on this statement need to be specifically described as part of a trust or they will be considered a part of this statement and in the event of a claim will be subject to the Indemnity obligations described herein.