



Xpedite Bond Application

(For contract bonds up to \$2.5 million; Bonds below \$750,000 may be credit-only based)

Any person who knowingly makes a false representation in this application is subject to criminal and civil penalties as well as the rejection of support for any bond requests made.

Applicant Info

Principals Name (In whose name as it will appear on the bond)		Tax ID No. / SS#
		Phone #
Principal's Business Address		Fax #
Principal's Residence Address		<input type="checkbox"/> Own <input type="checkbox"/> Rent Related Party?
Prior Address (If Less Than 3 Years)		

Basic Underwriting Information

Account Classification <input type="checkbox"/> Individual(s) <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> LLC or LLP <input type="checkbox"/> Other (Specify)	
Occupation or Nature of Business	How Long in Business?
<p>Please mark "Yes" or "No" to the following questions:</p> <p>1. <input type="checkbox"/> Yes <input type="checkbox"/> No - Do you have other bonds with any AmTrust surety company?</p> <p>2. <input type="checkbox"/> Yes <input type="checkbox"/> No - Have you or any business you have been involved with filed for bankruptcy?</p> <p>3. <input type="checkbox"/> Yes <input type="checkbox"/> No - Have you ever failed in business?</p> <p>4. <input type="checkbox"/> Yes <input type="checkbox"/> No - Do you, or your company have unpaid tax obligations?</p> <p>5. <input type="checkbox"/> Yes <input type="checkbox"/> No - Have you ever had a claim against a bond?</p> <p>6. Within the last 5 years, <u>have you or any company you owned:</u></p> <p>a. <input type="checkbox"/> Yes <input type="checkbox"/> No - Had a lien filed against you or a company you had ownership in > \$1000?</p> <p>b. <input type="checkbox"/> Yes <input type="checkbox"/> No - Had a judgment awarded against you or a company you had ownership in > \$1000?</p> <p>c. <input type="checkbox"/> Yes <input type="checkbox"/> No - Had any bill owed by you referred to a collection agency (other than medical) > \$1000?</p> <p>d. <input type="checkbox"/> Yes <input type="checkbox"/> No - Had any bills over 90days past due (other than medical)?</p> <p>e. <input type="checkbox"/> Yes <input type="checkbox"/> No - Been in business under any other names?</p>	
Note: <i>Please explain all "yes" responses on a separate sheet and advise the current status (if applicable)</i>	
Name and Branch of Bank (Business)	Name and Branch of Bank (Personal)
Address	Address
Line of Credit Amount	Line of Credit Amount
Bank Contact Name & Phone	Bank Contact Name & Phone

The Applicant(s) and the Indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances as asserted, all other items on any balance sheet or income statement furnished until all liability of Surety for any obligations expire. The assigned underwriter may request additional information after review.

Ownership Information

Name of Owner No. 1	%Owned	Residence Address	Social Security No. - -
Name of Spouse of Owner No. 1		Spouse No. 1 Social Security No. - -	Owner e-mail: Spouse e-mail:
Name of Owner No. 2	%Owned	Residence Address	Social Security No. - -
Name of Spouse of Owner No. 2		Spouse No. 2 Social Security No. - -	Owner e-mail: Spouse e-mail:

PROJECT INFORMATION

Obligee (Bond Payable To): _____
Address: _____
Legal Project Name (including any identifying numbers): _____
Job Location: _____
Scope of Work: _____

Estimated Start Date: _____ Work On Hand As Of: _____ Date _____ \$ _____
Est. Completion Date: _____ Penalties/Damages: _____ \$ _____
Specific Bond Forms? Yes (attach form) No Retainage: _____ %
Warranty Period: _____ Covered By Manufacturer? Yes No
Job Breakdown: **Labor:** _____ % or \$ **Materials:** _____ % or \$
Subcontracts: _____ % or \$ **Profit:** _____ % or \$

List Major Subcontractors

Amount

Sub Bonded?

	Amount	Sub Bonded?	
	\$	Yes	No
_____	\$ _____	Yes	No
_____	\$ _____	Yes	No
_____	\$ _____	Yes	No

Architect/Engineer: _____ Phone: _____
Special Hazards: _____

BID BOND INFORMATION

Bid Date and Time: _____ / _____ Estimated Bid: _____ \$
Bid Bond Amount: _____ % or \$ Bid Opening Location: _____

PERFORMANCE & PAYMENT BOND INFORMATION

Contract Date: _____ Contract Amount: _____ \$
Performance Bond Amt: _____ % Payment Bond Amt: _____ %

Notes: _____

BID RESULTS

Low Bidder: _____ Bid Amount: _____ \$
2nd Bidder: _____ Bid Amount: _____ \$
3rd Bidder: _____ Bid Amount: _____ \$

Do you expect to be awarded the contract? Yes No

Comments: _____

NOTE: Please attach a copy of the bid specs or contract. Failure may result in the delay of delivery of the bond.

Largest Job References

Owner/Obligee _____	Date Completed: _____	Gross Profit %: _____
Description: _____		
Owner/Obligee Contact: _____	Phone: _____	
Owner/Obligee _____	Date Completed: _____	Gross Profit %: _____
Description: _____		
Owner/Obligee Contact: _____	Phone: _____	
Owner/Obligee _____	Date Completed: _____	Gross Profit %: _____
Description: _____		
Owner/Obligee Contact: _____	Phone: _____	

WORK IN PROGRESS

Job Description	Start Date	Contract Amount	Estimated Costs	Total Billed to Date	Total Cost to Date	Total Revised Est Cost to Complete	Estimated Completion Date

TOTALS

Are any of the above projects bonded? YES NO If YES, please specify which and who the surety was:

IMPORTANT – READ INDEMNITY AGREEMENT AND SIGN ON FOLLOWING PAGE Indemnity Agreement

The undersigned hereby declares the truth of the representations herein, and that they are made to induce Developers Surety and Indemnity Company, (hereinafter called Surety) to issue the Bond(s) applied for. The Undersigned hereby further agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, or any Bond(s) in substitution for or in succession of the said Bond(s), or any increase or extension of time of the said Bond(s), the Undersigned hereby agrees:

- (1) To hereby authorize the Surety to make any pertinent inquiries as may be necessary from financial institutions, persons, credit vendors, firms and corporations in order to confirm and verify information referred to or listed herein;
- (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
- (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
- (4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from all demands, losses, costs, damages and expenses, including attorney's and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s);
- (5) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s) unless the Undersigned shall in writing request the Surety to litigate such claim and shall deposit immediately with the Surety collateral satisfactory to the Surety in kind and amount;
- (6) That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the propriety thereof and of the liability of the Undersigned therefore to the Surety;
- (7) The Undersigned further agrees to reimburse the Surety for all expenses, counsel and attorney fees incurred by the Surety; in enforcing any provision of this agreement; and to deposit money as requested by surety to cover any claim or expense;
- (8) That this Agreement shall constitute a Security Agreement to the Surety 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 and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.
- (9) To waive notice from Surety of any claim or demand made against Surety or the principal under the Bond(s), or of any information Surety may receive concerning the principal or Bond(s).

Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of execution of the above mentioned Bond(s) pursuant to certain promises, and agreements made by the Undersigned.

Dated the _____ day of _____, _____.

Signatures

Note: Owners must sign individually and in their company capacity. For the purposes of this application, a facsimile signature is the same as an original.

If Applicant(s) is (are) an INDIVIDUAL(S) , sign here:			
BY: _____	Witness	BY: _____	Individually
BY: _____	Witness	BY: _____	Individually
BY: _____	Witness	BY: _____	Individually
BY: _____	Witness	BY: _____	Individually

If Applicant is a PROPRIETORSHIP , sign here:		_____
		Name of Proprietorship
BY: _____	Witness	BY: _____
		Individually and as Proprietorship

If Applicant is a PARTNERSHIP , sign here:		_____
		Name of Partnership
BY: _____	Individually and as Partner	BY: _____
BY: _____	Individually and as Partner	BY: _____
		Individually and as Partner

If Applicant is a CORPORATION , sign here:		_____
		Name of Corporation
Attest: _____	Secretary	By: _____
		President

If Applicant is a LIMITED LIABILITY COMPANY , sign here:		_____
		Name of Limited Liability Company
Attest: _____	Member	Attest: _____
		Member