



COMMERCIAL SURETY APPLICATION FOR LICENSE OR PERMIT BONDS

AGENCY

NAME:	PHONE:
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BOND INFORMATION

TYPE:	AMOUNT: \$	EFFECTIVE DATE:
OBLIGEE NAME:		
OBLIGEE ADDRESS:		

APPLICANT

<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> S-CORP <input type="checkbox"/> LLC <input type="checkbox"/> OTHER:		
NAME:	<small>IF INDIVIDUAL</small> DOB:	SSN / FEIN:
STREET ADDRESS:		
CITY, STATE, ZIP:		<input type="checkbox"/> OWN <input type="checkbox"/> RENT
OCCUPATION / INDUSTRY:	SINCE:	ANN. INCOME: \$
EMAIL:	PHONE:	

BUSINESS OWNER 1

NAME:	OWNER %:	DOB:	SSN:
SPOUSE NAME:	OWNER %:	DOB:	SSN:
STREET ADDRESS:			
CITY, STATE, ZIP:			<input type="checkbox"/> OWN <input type="checkbox"/> RENT
EMAIL:	PHONE:		

BUSINESS OWNER 2

NAME:	OWNER %:	DOB:	SSN:
SPOUSE NAME:	OWNER %:	DOB:	SSN:
STREET ADDRESS:			
CITY, STATE, ZIP:			<input type="checkbox"/> OWN <input type="checkbox"/> RENT
EMAIL:	PHONE:		

BACKGROUND

HAS ANY APPLICANT, OWNER, SPOUSE, OR OTHER INDEMNITOR EVER DECLARED BANKRUPTCY?	<input type="checkbox"/> YES <input type="checkbox"/> NO
HAS ANY APPLICANT, OWNER, SPOUSE, OR OTHER INDEMNITOR FAILED IN ANY BUSINESS VENTURE?	<input type="checkbox"/> YES <input type="checkbox"/> NO
HAS ANY SURETY DECLINED, CANCELLED OR NON-RENEWED YOUR BOND(S) DUE TO CLAIMS?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES ANY APPLICANT, OWNER, SPOUSE, OR OTHER INDEMNITOR HAVE ASSETS HELD IN TRUST?	<input type="checkbox"/> YES <input type="checkbox"/> NO

FAIR CREDIT REPORTING ACT NOTICE: In making this application for surety, it is understood that an investigative consumer report may be prepared whereby pertinent information concerns Applicant's and/or Indemnitors' character, reputation, personal characteristics, and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

INDEMNITY AGREEMENT - READ CAREFULLY

Applicant and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application are true and are made to induce Developers Surety and Indemnity Company, Indemnity Company of California, CorePointe Insurance Company and/or Wesco Insurance Company (hereinafter "Surety") to issue any and all bond or bonds (collectively "Bond"), including any extensions, renewals, modifications or substitutions of or additions to the Bond. AS CONSIDERATION for issuing the Bond, Indemnitors hereby jointly and severally agree, for themselves, their personal representatives, successors and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature which Surety incurs or for which it may become liable as a consequence of issuing the Bond (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, or modifications until there is no further liability under the Bond.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bond. An itemized statement of or sworn voucher from the Surety attesting to the Loss shall be **prima facie** evidence of the Loss.
4. If Surety establishes a reserve account the Indemnitors shall immediately upon demand provide Surety with acceptable collateral equal to the reserve set and any future reserve increases, whether or not Surety has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual and potential claims against the Bond are exonerated and all loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bond ("Obligation") are received by Applicant in trust for the Benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety, Indemnitors, upon Surety's declaration of Applicant's default, assign to Surety all rights and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts or accounts receivable in which Indemnitors have any interest; and all subcontracts under the Obligation.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to Applicant or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in- fact.
8. Until full satisfactory performance of the Obligation and exoneration of the Bond, Surety may freely access, examine and copy Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction.
9. Indemnitors agree that the place of performance of the obligations created by this Agreement or issuance of the Bond is Orange County, California.
10. Each Indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the Applicant fails to sign a Bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under this Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound; or (e) the failure of any other person or entity to sign this Agreement.
11. Indemnitors expressly waive notice of any claim or demand against the Bond or information provided to the Surety. Surety shall have the right to decline issuance of any or all bonds and may cancel, withdraw or procure its release from the Bond or any bond at any time, without incurring liability to Indemnitors.
12. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
13. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original.
14. This Agreement is a continuing obligation of the Applicant and Indemnitors and may not be terminated.
15. As consideration for Surety's execution of the Bond applied for and any and all future Bonds executed by the Surety on Applicant's behalf, Applicant and each Indemnitor jointly and severally agrees to be bound by all of the terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation.

SEE FRAUD WARNINGS ON PAGE 3

APPLICANT *INDIVIDUAL OR SOLE PROPRIETOR SIGN IN BOX 1 ONLY. PARTNERSHIP, CORPORATION OR LLC REQUIRES 2ND SIGNATURE IN BOX 2.*

NAME ON BOND:			
1	APPLICANT SIGNATURE: _____ PRINT NAME: _____ DATE: _____	2	2 ND PARTNER / 2 ND OFFICER / 2 ND MEMBER SIGNATURE: _____ PRINT NAME: _____ DATE: _____

BUSINESS INDEMNITOR *SOLE PROPRIETOR SIGN BOX 1 ONLY. PARTNERSHIP, CORPORATION OR LLC REQUIRES 2ND SIGNATURE IN BOX 2.*

BUSINESS NAME:		FEIN:	
1	INDEMNITOR SIGNATURE: _____ PRINT NAME: _____ DATE: _____	2	2 ND PARTNER / 2 ND OFFICER / 2 ND MEMBER SIGNATURE: _____ PRINT NAME: _____ DATE: _____

PERSONAL INDEMNITORS

1	NAME: INDEMNITOR SIGNATURE: _____ SSN: _____ DATE: _____	2	NAME: INDEMNITOR SIGNATURE: _____ SSN: _____ DATE: _____
3	NAME: INDEMNITOR SIGNATURE: _____ SSN: _____ DATE: _____	4	NAME: INDEMNITOR SIGNATURE: _____ SSN: _____ DATE: _____

FAIR CREDIT REPORTING ACT NOTICE: In making this application for surety, it is understood that an investigative consumer report may be prepared whereby pertinent information concerns Applicant's and/or Indemnitors' character, reputation, personal characteristics, and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or another 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 may be a crime and may subject the person to criminal penalties.

ALABAMA, ARKANSAS, LOUISIANA, NEW MEXICO, RHODE ISLAND, VIRGINIA and WEST VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an Application for insurance is guilty of a crime. In Alabama, Arkansas, Louisiana, Rhode Island and West Virginia that person may be subject to fines, imprisonment or both. In New Mexico, that person may be subject to civil fines and criminal penalties. In Virginia, penalties may include imprisonment, fines and denial of insurance benefits.

COLORADO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DISTRICT OF COLUMBIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

KENTUCKY: 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 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. -

FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive the Insurer, files a statement of claim or an Application containing any false, incomplete or misleading information is guilty of a felony. In Florida, it is a felony to the third degree.

KANSAS: an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

MAINE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an Application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW YORK: Any person who knowingly and with intent to defraud any insurance company or any 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 shall also be subject to a civil penalty not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against the Insurer, submits an Application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PENNSYLVANIA: 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 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 to criminal and civil penalties.

TENNESSEE and WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and/or denial of insurance benefits.

VERMONT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.