

**NOTARY PUBLIC
BOND APPLICATION**

Producer Name		Producer Phone	Producer Contact	
Principal / Applicant - Name as it is to <u>appear on bond</u> (To be filed with the Obligee)			Social Security Number	
(Home) Street Address		City	State	Zip
(Business) Street Address		City	State	Zip
Home Phone No.	Business Phone No.	Date of Commission		County

This Indemnity Agreement Is Made A Part of the above Application.

EACH OF THE UNDERSIGNED HEREBY affirms that the foregoing statements made and answers given are the truth and are made to induce the Surety to execute or procure the execution of any and all of the bonds described and any extension, modification or renewal thereof, addition thereto or substitution therefor. This is an application for a bond. A bond is a credit relationship. Applicant acknowledges that credit checks will be made on both individuals and business(es) associated with this surety bond application, update or renewal or for any other legitimate business purpose. You agree that we may obtain and use individual credit reports from all credit bureaus as well as business credit reports from all business credit bureaus. If you request, we will inform you whether any credit report was requested and, if so, the name and address of the consumer reporting agency which furnished the report. You agree that we may share personal and account information about you with our affiliates for the purpose of underwriting or servicing this bond transaction. A bond is **NOT** an insurance policy. You, officers, directors, principals and other indemnitors under bond will severally and jointly be liable for payment to the Surety of any defaults under the bond. Sales tax liabilities are not dischargeable in bankruptcy.

INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN

THE UNDERSIGNED AGREE AS FOLLOWS:

1. To pay Surety upon demand: (a) all losses and expenses, including attorneys' fees (including fees of special counsel whenever deemed necessary by the Surety), for which Surety shall become liable by reason of such bond, whether or not Surety shall have paid such loss and expense at the time of demand and in the event the Surety is required or deems it necessary to reserve from its assets an amount to cover any claim or claims, contingent or otherwise, under any such bond by reason of default of the undersigned Applicant, or by reason of claims filed or any dispute with the Obligee under such bond, or for any reason whatsoever, a deposit with the Surety, in current funds and immediately upon demand, an amount sufficient to cover such reserve and such additional amounts as may be deemed necessary to cover any increases herein, to be held as additional collateral security. (b) The annual premium for such bond until satisfactory evidence of termination of liability shall be furnished to Surety.
2. Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
3. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the obligation of the undersigned to reimburse the Surety, with interest. Any indebtedness to the Surety under the Indemnity Agreement shall bear interest at 10% per annum or at the rate charged by the Federal Reserve Bank of San Francisco on advances to member banks on the 25th day of the month preceding the date of the loss under the bond, whichever is higher.
4. Surety may procure its release from said bond under any law for release of bonds without liability to the undersigned for any damages therefrom.
5. This agreement shall apply to all renewals, continuations, substitutions and extensions of the bond herein applied for.
6. It is understood and agreed that the first year's premium, is FULLY EARNED UPON issuance of the bond, AND IS NOT REFUNDABLE.

In consideration of the execution of the bond herein applied for, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of this indemnity agreement, executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in performance of the obligation which the bond applied for is given to secure.

Applicant's Signature: _____

Dated: _____

Print Name: _____