

**OFFSITE  
IMPROVEMENT  
BOND APPLICATION**

Producer Name		Producer Phone	Producer Contact
Applicant Name (As it is to appear on <u>BOND</u> )			
If Applicant is a Business, please state the NAME and TITLE of owner:			Social Security Number
Home <u>Street</u> Address:			Phone
City	State	Zip	
Business <u>Street</u> Address:			Phone
City	State	Zip	
Type of Project (Commercial, Retail, Mixed-Use etc.)			
Address or Location of work:		Type of Work? (Grading, Street, Curb, Gutter etc.)	
When will work start:		Who is performing the construction?	
How is work being financed?			
Obligee Name		Obligee Address	
Effective Date of Bond	Bond Amount	Provide: Financial Statement of Operating Entity( If Any); Personal Financial Statements; Government Approved Bond Estimate; and Bond Form.	

**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. 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. 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.

**GENERAL INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN**

**THIS AGREEMENT** is made by the undersigned Principal(s) (signing below as the "Company") and Indemnitor(s), all of which are individually and collectively referred to as "Undersigned," for the continuing benefit of Surety in connection with any Bond executed on behalf of any Indemnitor or any Principal.

**DEFINITIONS.** The following terms shall have the following definitions in this Agreement:

**Bond:** Any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.

**Principal:** The person(s) and entity(ies), for whom any Bond is issued or committed to by Surety, or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any party to this Agreement.

**Surety:** Any and all of Lincoln General Insurance Company, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any bond, or any other person or entity who executes any Bond at its request.

**INDEMNITY.** The Undersigned:

A. Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys' fees (including those of both outside and in-house attorneys) and costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out any such sums; and

(PAGE 2 MUST BE SIGNED TO COMPLETE THIS APPLICATION)