

SureQuick Express Bonding Application



General Information

Contractor			
Company Name			
Address		City	State
Zip			
Business Phone No. ()		Mobile ()	Home ()
E-mail address		Type of work done?	
Operates as		Federal ID Number	
<input type="checkbox"/> Proprietorship		<input type="checkbox"/> Partnership	
<input type="checkbox"/> Corporation			
Date Business Began?		Fiscal Year End	
Have any principals/owners ever declared bankruptcy, been convicted of a crime or caused a surety a loss? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, explain:			

Ownership: Complete on each owner holding 5% or more interest in the company. Attach additional copies as needed.

Full Legal Name		SS#	Driver's License #
Spouse's Name		SS#	Driver's License #
Home Address		City	State
Zip			
% of Ownership		<input type="checkbox"/> Own <input type="checkbox"/> Rent How Long?	

Bond Request

Job Description			
<input type="checkbox"/> Bid <input type="checkbox"/> Final		Amount \$	Est. Completion Date
Obligee (who is requiring the bond)		Job Location: (City/State)	
What is your total work on hand (cost to complete) not including this job? \$		Liquidated Damages: \$	
Bid Bond Only (not applicable if requesting a final bond)			
Bid Date	Bid Bond Percentage		%
Final Bond Only (please attach a copy of the contract and any required bond forms)			
Bid Results	Low \$	2nd \$	3rd \$
			Highest
			Engineer's Estimate \$

WE CERTIFY THAT INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT. WE HEREBY AUTHORIZE SURETEC INSURANCE COMPANY TO INVESTIGATE DIRECTLY, THROUGH TRADE CREDIT REPORTING COMPANIES, AND THROUGH CONSUMER CREDIT REPORTING AGENCIES ANY INFORMATION PERTAINING TO THIS COMPANY AND/OR THE INDIVIDUALS INVOLVED IN THIS COMPANY. WE AUTHORIZE OUR BANKS, CREDITORS, AND SUPPLIERS TO RELEASE CREDIT HISTORY TO SURETEC INSURANCE COMPANY.

Signature	Date
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Agency Information

Agency Name		Contact	Email
Address			
Phone No. ()	Mobile No. ()	Fax No. ()	Agent Code
Is Contractor an Existing Insurance Account?		Length of Relationship	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are All Insurance Premiums Current		<input type="checkbox"/> Yes <input type="checkbox"/> No	

If bond request is \$100,000 or less, please complete Indemnity Agreement. For contracts in excess of \$100,000, please also complete supplemental questionnaire.

SureTec Insurance Company

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned persons or entities, all of which are individually and collectively referred to, whether one or more, as "Principal," for the continuing benefit of Surety in connection with any Bond executed on behalf of Principal or any one or more of them.

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 for Principal or any other person or entity at their request 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 persons and entities, jointly and severally, signing below or 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 SureTec 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: Principal:

- Agrees to indemnify and save harmless Surety from and against any and all demands, claims, liabilities, costs, losses, 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 and adjustment of claims or potential claims, cost and loss containment, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from Principal or third parties, whether Surety shall have paid out any such sums; and
- Agrees to pay Surety and any producing agent all premiums on Bonds issued by Surety on behalf of Principal, in accordance with Surety's rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety's liability as a matter of law under the Bond is furnished to Surety's satisfaction; and
- Agrees that in furtherance of such indemnity: (1) In any claim or suit arising out of or related to either or both any Bond and this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Principal's liability under this Agreement, (2) Surety shall have the right to indemnity regardless of whether Surety has made any payment under any Bond, and (3) In any suit between Principal and Surety under this agreement or arising out of any Bond, Surety may recover its further expenses and attorneys' fees incurred in such suit both defending and prosecuting such suit.

GENERAL PROVISIONS. The Principal further agrees as follows:

- If a claim or demand for performance of any obligation under any Bond is made against Surety, Principal, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Principal acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- Principal's obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety's release of any one Principal shall not release any other Principal. Principal shall not be released from liability under this Agreement because of the status, condition, or situation of any Principal.
- If the execution of this Agreement by any Principal is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Principal. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- Principal waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Principal understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- Principal shall review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waives any claim against Surety arising out of any such error or omission.
- Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Principal agrees to be conclusively bound by Surety's determination.
- Surety may decline to execute any Bond for any reason and shall not be liable to Principal, or any person or entity, as a result of such declination. Neither the issuance of a bid bond nor other confirmation of bondability shall obligate Surety to issue final bonds.
- As further security, Principal hereby grants to Surety a security interest in, and lien on, all of their equipment, machinery, plant, inventory, insurance policies, vehicles, tools, real property, and materials, as well as sums, claims, causes of action, accounts, accounts receivable, and rights due or to become due in connection with any contract, whether or not bonded by Surety. This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect the security interests and liens granted herein. The Surety may add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein.
- Principal hereby irrevocably nominates and appoints the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Principal assigned, transferred, and set over to the Surety in this Agreement. Surety may, in the name of the Principal, or any one or more of them, make, endorse, execute, sign, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, instruments, checks, drafts, deposit, ACH and wire transfer directives, change of address notices, liens and releases thereof, applications, certificates, draw requests, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof.
- A facsimile of this Agreement, including a facsimile signature, shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
- Any suit or action to enforce this Agreement may be brought, and all of Principal's obligations are due and payable, in Austin, Travis County, Texas

Dated: (Month)	(Day)	(Year)
Principal Name (Print):	Signature X	
(Person authorized to sign for the company and title)	Print here:	
Other Principals: (Additional Principals and Spouses)		
Signature X	Signature X	
Print Name here:	Print Name here:	
Signature X	Signature X	
Print Name here: (Spouse)	Print Name here: (Spouse)	



Supplemental Questionnaire

For bonds exceeding \$100,000 please complete this form and attach to the application and General Indemnity Agreement.

- Current personal financial statement on owners/stockholders
- Current business financial statement

Work History

Please list your largest completed jobs within the past two (2) years.

Type of work		
Contract Price \$	Date completed	Gross Profit \$
Owner's Name, Address and Phone Number		
Type of work		
Contract Price \$	Date completed	Gross Profit \$
Owner's Name, Address and Phone Number		

Current work in progress

If subcontractor, list General Contractor

Please list your active open contracts

Contract Description	Contract Amount	Amount Billed to Date	Costs to Date	Expected Profit
1.	\$	\$	\$	\$
2.	\$	\$	\$	\$
3.	\$	\$	\$	\$
4.	\$	\$	\$	\$

Banking Relations

Name of Bank	Contact Name	Phone
Address		
Does Contractor have a formal line of credit? <input type="checkbox"/> Yes <input type="checkbox"/> No		If "yes," how much? \$
How much owed? \$	Collateral for Line of Credit	Expiration

General Questions

Are there other companies owned by stockholders/owners of applicant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any assets held in trust or pledged by company or stockholders/owners?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has applicant ever received surety credit, been denied surety credit or involved in a claim(s) with a surety?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are federal and state taxes currently delinquent?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have federal or state taxes been delinquent in the past three years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes" to any of the above questions, please provide details in the spaces below.	