



Commercial Surety Application All Purpose

Instruction Sheet

Please refer to this sheet before sending the Commercial Surety Application back to FIA. It will help avoid any delays in processing your application due to missing information.

1. Please complete page 1 in its entirety. (Some commonly overlooked items include producer code, producer of record, year established, date of bond, and obligee information)
2. Next, complete one of the following 6 sections, as applicable.

| | |
|-----------|---|
| Section 2 | License and Permit or Miscellaneous Bonds |
| Section 3 | Lost Instrument Bonds. Include a completed Affidavit |
| Section 4 | Public Official Bonds (includes Treasurer and Tax Collector) |
| Section 5 | Fiduciary (Probate) Bonds |
| Section 6 | Receiver or Bankruptcy Trustee |
| Section 7 | Judicial Bonds (includes Replevin, Injunction, Appeal, Release of Attachment, and Attachment) |

3. The final page is the *Indemnity Agreement*. A checklist of 4 questions will help remind you of the key items that need to be addressed:
 - **Did you date the form (directly above the signatures)?**
 - **If the applicant is a Corporation, Partnership or LLC, is the respective name entered with the corresponding signature of the President (or authorized officer) immediately below? (Seals should be used, as appropriate)**
 - **If the applicant is an individual, did he/she sign the form?**
 - **Did a witness sign the form attesting to the authenticity of the Indemnitors' signature?**

Please note that a properly executed app (signed, witnessed and dated) will be needed for bond issuance. You can also send original application with signatures to the following address for filing:

**First Indemnity of America
Insurance Company
2740 Rt. 10 West, Suite 205
Morris Plains, NJ 07950**



All Purpose Commercial Surety Application

For all business complete page 1 of this application in its entirety.
Complete Section 2 – 7 for the appropriate bond category indicated in General Information section below.

General Information Questions

Application is being made for which one of these bond categories? (*Fill out section indicated.)

- License & Permit or Miscellaneous – *Sec. 2 Lost Instrument (Include completed Affidavit) – *Sec. 3 Public Official – *Sec. 4
- Fiduciary (Probate) – *Sec. 5, 5a, 5b Receiver or Bankruptcy Trustee – *Sec. 6 Court: Judicial – *Sec. 7

Type of Bond (describe purpose) _____
(Attach a copy of the bond form, if available)

LICENSED PRODUCER (required): _____

Agency Name: _____
RO/Agency Code: _____ Sub Producer Code: _____ Bond Number: _____
Agency City: _____ Agency State: _____

Bond Amount: \$ _____ Effective Date of Bond: _____ Bond Term, if known: _____ # of years

Applicant is: (select one) Individual Partnership C-Corp S-Corp LLC

Applicant (Principal): _____
Applicant's Address: _____
Applicant's Business Description or Latest Occupation: _____
Number of Years in Business: _____
Fed Tax ID: _____
Business Phone: _____ Fax No.: _____ Email: _____

Company Owner or Stockholder: _____ Married or single? _____
SS#: _____ - _____ % of company ownership: _____ U.S. Citizen? No Yes
Residence Address: _____
Name of Spouse _____
SS#: _____ - _____ % of company ownership: _____ U.S. Citizen? No Yes

Company Owner or Stockholder: _____ Married or single? _____
SS#: _____ - _____ % of company ownership: _____ U.S. Citizen? No Yes
Residence Address: _____
Name of Spouse _____
SS#: _____ - _____ % of company ownership: _____ U.S. Citizen? No Yes

Company Owner or Stockholder: _____ Married or single? _____
SS#: _____ - _____ % of company ownership: _____ U.S. Citizen? No Yes
Residence Address: _____
Name of Spouse _____
SS#: _____ - _____ % of company ownership: _____ U.S. Citizen? No Yes

NOTE: If applicant is an **individual**, attach your personal financial statement (can be self-prepared on a standard form.)

Obligee – party requiring the bond (required): _____

Obligee

Address: _____

| | |
|---|--|
| 1 | General Underwriting Questions |
| (required for all Applicants) | |
| Does the Applicant have any other Surety bonds in force? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Has another Surety company declined to write this or any previous bond? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Have you ever had a bond involuntarily terminated or cancelled? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Has there ever been a claim or legal action against any bond executed on your behalf? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Do you or any of your companies have any pending lawsuits, unsatisfied judgments or liens? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Have you or any of your companies declared bankruptcy or become insolvent? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Have you or any of your companies been the subject of any legal or administrative proceedings resulting in disciplinary action? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Have you ever been convicted of a felony? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Is the applicant a member of an association? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| If Yes, print the name of the association: _____ | |

| | |
|--|--|
| 2 | License, Permit and Miscellaneous Bonds |
| Has the Applicant continuously been in business under the current name and ownership for at least 3 years? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Does the bond guarantee the performance of a <i>specific</i> contract or agreement? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| If Yes, attach a copy of the contract or agreement. | <input type="checkbox"/> copy attached |
| Does the bond cover any type of environmental or pollution exposure? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Does the bond guarantee the payment of taxes, fees, wages or payment of any type? | <input type="checkbox"/> No <input type="checkbox"/> Yes |

| | |
|--|---|
| 3 | Lost Instrument Bonds |
| Present Market Value _____ | Is the Bond: <input type="checkbox"/> Open Penalty or <input type="checkbox"/> Fixed Penalty |
| Description of the lost instrument or security: _____ | |
| In whose name are the instruments or securities registered: _____ | |
| Have the instruments or securities been endorsed? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Have the instruments or securities been assigned to another party? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Are the lost instruments or securities in bearer form? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Has Notice of Loss been given? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| If Yes, to whom? _____ | Date: _____ |
| Has a Stop Notice been issued? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Please complete an Affidavit. | <input type="checkbox"/> copy attached |

| | |
|---|--|
| 4 | Public Official Bonds |
| <input type="checkbox"/> Elected <input type="checkbox"/> Appointed | Position Title _____ |
| Effective Date: _____ | Expiration of Term: _____ or <input type="checkbox"/> Term is indefinite |
| Have you held this position before? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| If Yes, when? _____ | |
| <i>If you have not held this position previously and the bond amount is greater than \$100,000, attach a copy of your resume.</i> | |
| Do you or your subordinates handle money or securities? | <input type="checkbox"/> copy attached |
| If so, how much is handled annually? _____ | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| Does an external CPA annually audit the financial accounts and fund balances? | <input type="checkbox"/> No <input type="checkbox"/> Yes |
| <i>If the bond amount is greater than \$250,000, provide a copy of latest fiscal year-end statement.</i> | <input type="checkbox"/> copy attached |
| Total number of employees you directly or indirectly supervise: _____ | |

| | |
|--|------------------------------|
| 5 | Fiduciary Bonds |
| Applicant's Age: _____ | Applicant's Net Worth: _____ |
| How long have you been with your current employer? _____ | Active or retired? _____ |
| Date of your appointment: _____ | Name of Estate: _____ |
| What is your relationship (personal and/or financial) with the deceased/incompetent/minor/beneficiary? _____ | |

Are you indebted to the estate of the deceased/incompetent/minor/beneficiary? No Yes
 If Yes, in what amount and what are the terms of repayment: _____
 Attorney's name and address: _____
 Court jurisdiction (Obligee) in which bond will be filed: _____

Is there an ongoing business? No Yes
 If Yes, provide details: _____

Inventory of the Assets: Cash: Securities: Real Estate: Other:

| Name of Heirs/Beneficiaries | Age | Relationship to the deceased | Share of the Estate | Residence (state) |
|-----------------------------|-----|------------------------------|---------------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Attach a copy of the Will, Trust or Court Order for ALL bonds greater than or equal to \$100,000.

5a **Complete for Administrator, Executor, Personal Representatives, etc.**

Date of Death: _____
 Is the estate insolvent? No Yes
 Are there any disputes among the heirs? No Yes

5b **Complete for Guardianship, Conservatorship, Trustee, etc.**

This is in regard to a: Minor *and/or* Incompetent Beneficiary Age: _____
 Where does minor/incompetent reside? _____
 Will any assets be under court restrictions? No Yes
 If Yes, provide details: _____

Will joint control be used to restrict expenditures or distributions of assets? No Yes
 Will professional accounting, investment or legal services be provided on an ongoing basis? No Yes
 Does the presiding court require that an annual accounting be filed? No Yes
 Is the estimated duration of the bond anticipated to be longer than 3 years? No Yes

6 **Receiver, Bankruptcy Trustee, Assignee Bonds**

Debtor: _____
 Address: _____

Type of Action: Liquidation Reorganization Receiver of Rents Other
 Do you carry Fidelity coverage? No Yes
 If Yes, in what amount? _____ Carrier: _____
 Do you carry Professional Liability or E & O coverage? No Yes
 If Yes, in what amount? _____ Carrier: _____

Attach copy of Court Order, Judgment and/or other documents Copies attached

7 **Court: Judicial Bonds**

Judgment / Claim Amount: _____
 Type of Action: _____
 Case Number: _____ Court Jurisdiction: _____
 Attorney's name and address: _____
 Summary of the Action: _____

Does the case involve a domestic dispute? No Yes
Attach a copy of Court Order, Judgment and/or other supporting documents. Copies attached

Indemnity Agreement

Indemnity Agreement (“Agreement”)

In consideration of First Indemnity of America Insurance Company / FIA Surety or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers (“FIA”) Underwriting Bonds, the Undersigned hereby agree as follows:

- (1) Definitions:
 - (a) “Underwriting” or “Underwrite” shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
 - (b) “Bond” or “Bonds” shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
 - (c) “Loss” means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by FIA on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
 - (d) “Claim” means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.
- (2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as “Indemnitors”) hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing FIA, as surety, to Underwrite Bonds.
- (3) Indemnitors hereby expressly authorize FIA to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to FIA; (b) for Underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. FIA may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.
- (4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to FIA that FIA has been discharged or released from all liability under the Bond.
- (5) Indemnitors agree to exonerate, indemnify and hold FIA harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with FIA an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by FIA as collateral security against any Loss, Claim or liability.
- (6) FIA shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. FIA's decision shall be final, binding, and conclusive on Indemnitors.
- (7) Indemnitors agree that any Oblige on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by FIA in its investigation of any claim. Indemnitors irrevocably appoint FIA as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by FIA to secure all rights provided under this Agreement or at law.
- (8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.
- (9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to FIA that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to FIA that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

WITNESS the following signature(s) and seal(s) this _____ day of _____, 20 ____ .



If Indemnitor is a PARTNERSHIP , CORPORATION or LLC:

Witness

Name of Firm/Corporation _____

Printed Name: _____

Printed Name: _____

(Seal)

Signature: _____

Printed Title _____

Signature _____

Witness

Name of Firm/Corporation _____

Printed Name: _____

Printed Name: _____

(Seal)

Signature: _____

Printed Title: _____

Signature: _____

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Indemnitor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Indemnitor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

If Indemnitor is INDIVIDUAL (need Social Security)

Witness

Indemnitor signature

Signature: _____

Printed name _____

Print name: _____

Social Security Number: _____

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

Every signature requires notarization

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

On _____ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public) CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)

On _____ before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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