

**CONTRACTOR INFORMATION**

Type of Business:  Partnership     Corporation     Sole Proprietorship     LLC  
Company Name \_\_\_\_\_ FED I.D. # \_\_\_\_\_  
Company Address \_\_\_\_\_  
Type of Work \_\_\_\_\_ Normal Geographic Area of Operation \_\_\_\_\_  
Years of Contracting Experience \_\_\_\_\_ Business Net Worth \$ \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

**BOND REQUEST INFORMATION**

Bid                       Performance & Payment

Bid Date \_\_\_\_\_ Anticipated Start Date \_\_\_\_\_ Anticipated Completion Date \_\_\_\_\_  
Maintenance Period \_\_\_\_\_ Liquidated Damages \$ \_\_\_\_\_ Completion Time \_\_\_\_\_  
Estimated Bid Price/Contract Price \$ \_\_\_\_\_ Bid % \_\_\_\_\_ Bid Bond Amount \$ \_\_\_\_\_  
Obligee Name and Address \_\_\_\_\_  
Job Description \_\_\_\_\_  
Amount Subcontracted \_\_\_\_\_ Amount of Materials \_\_\_\_\_

**For Performance/Payment bond requests please list the three lowest bidders and their bid amounts:**

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_

(Please forward a copy of the bond(s) required if this is not an AIA, Federal, Public Works or NSS form. Also, please provide a copy of the contract if this is a Subcontract or Private Works contract)

**LIST OF OWNERS, OFFICERS, PARTNERS**

(Provide the information below on all owners; use additional sheets if necessary)

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
SS# _____	SS# _____
% of Ownership _____	% of Ownership _____
Do you own real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you own real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No
Spouse Name _____	Spouse Name _____
SS# _____	SS# _____
Personal Net Worth \$ _____	Personal Net Worth \$ _____

**AGENCY INFORMATION**

Agency Name \_\_\_\_\_ Date \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Any person who knowingly and with intent to defraud any insurance company or person files an application 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 under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and obtain additional information from any source including obtaining a credit report.

## GENERAL INDEMNITY AGREEMENT

**THIS AGREEMENT** is made by the undersigned Principal (s) (singing below as the “company”) and Indemnitors(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, undertakings, or other express or implied obligation of guaranty of suretyship executed or committed to by the 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 controlled by, or is under common control with any party to this Agreement.

**Surety:** Any and all of Western Surety Company, Universal Surety of America, their respective reinsurers, any other person or entity which may act as surety or co-surety on any Bond. Or any other person, entity or Insurance Company who executes any Bond at this request.

**Indemnity.** The Undersigned:

- A. Agrees to defend, indemnify, and save harmless the 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 attorney(s) and costs and fees incurred in the 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
- B. Agrees to pay Surety all premiums on Bonds issued by Surety on behalf of any 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
- C. Agrees that in furtherance of such indemnity:
  - i) 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 the Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned’s liability under this Agreement.
  - ii) Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond.
  - iii) In any suit between any Undersigned or Principal and Surety under this agreement or arising out of any Bond, Surety may recover its further expenses and attorney’s fees incurred in such suit either or both defending or prosecuting such suit.

**GENERAL PROVISIONS:** The Undersigned further agrees as follows:

- A) If any claim or demand for performance of any obligation under any Bond is made against Surety, Undersigned, 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. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B) Undersigned’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 Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone other than Undersigned shall relieve the Undersigned of any obligation under this Agreement. Undersigned shall not be released from liability under this Agreement because of the status, condition, or situation or any party to this Agreement or any Principal.
- C) If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D) Undersigned 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. Undersigned understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- E) Undersigned has the right to review all Bonds executed by Surety and/or its Agent for errors and omissions prior to delivery of any Bond to the Oblige, and hereby waives any claim against Surety and/or Agent arising out of any such error or omission.

Any person who knowingly and with intent to defraud any insurance company or person files an application 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 under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.

- F) 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. Agent Surety's intentional wrongdoing, Undersigned agrees to be conclusively bound by Surety's determination.
- (G) Surety may decline to execute any Bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.
- (H) Undersigned may terminate liability to Surety under this Agreement ONLY by sending written notice by registered mail of intent to terminate to Surety, In care of Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077. Termination will be effective twenty days after actual receipt of such Notice by Surety, only for bonds signed or committed to by Surety after the effective date.
- (I) Undersigned understands and agrees that other than for the entity issuing a Bond, no other entity included within definition of "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.
- (J) A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

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Dated \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Month DAY YEAR

Company Name (Print): \_\_\_\_\_

Signature: X \_\_\_\_\_

(Person authorized to sign for the company and title) Print here: \_\_\_\_\_

**INDEMNITORS:**

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

(Indemnitor) Print Name Here: \_\_\_\_\_ (Spouse) Print Name Here: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

(Indemnitor) Print Name Here \_\_\_\_\_ (Spouse): Print Name Here: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

(Indemnitor) Print Name Here: \_\_\_\_\_ (Spouse) Print Name Here: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

(Indemnitor) Print Name Here: \_\_\_\_\_ (Spouse) Print Name Here: \_\_\_\_\_

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