



OLD REPUBLIC

APPLICATION FOR SURETY BOND

NOTE: BOND IN EXCESS OF \$10,000 MUST BE SIGNED AND NOTARIZED.

APPLICANT		Bond No. _____	
Name and trade style (if any) _____		Soc. Sec. No. _____	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual, or husband and wife
Full business address _____		Spouses First Name _____	
Business Phone () _____ Residential Phone () _____			
Has applicant, or have any of its principals, ever failed in business, compromised with creditors, been the subject of bankruptcy or surety claims proceedings, or had an application for bond declined? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, attach a full explanation)			

BOND REQUIRED	
Amount \$ _____	Effective date _____, _____

To be filed with (Obligee) _____

Type of bond _____

Give below any additional information which the company may need to prepare the bond. Attach copies of any pertinent papers necessary for a full understanding of the situation. e.g. for a Lost Securities Bond, attach copies of correspondence received from the corporation or transfer agent which requires the bond, together with affidavit and bond forms provided

AGREEMENT OF INDEMNITY

The undersigned and each of them hereby certify that the statements contained herein or attached hereto are true, and are made to induce Old Republic Surety Company, Old Republic Insurance Company, or International Business and Mercantile REassurance Company, (herein called SURETY) to execute or continue the suretyship described herein and authorize SURETY to confirm bank balances and all other items which appear in said statement. In consideration of the execution by SURETY of the suretyship herein applied for, I agree:

1. To pay SURETY upon demand:
 - (a) The annual premium for such suretyship until satisfactory evidence of termination of liability shall be furnished to SURETY.
 - (b) All loss and expense, including attorney's fees, for which SURETY shall become liable by reason of such suretyship, whether or not SURETY shall have paid such loss and expense at the time of demand.
 - (c) All attorney's fees and cost incurred by SURETY in enforcing this agreement.
 - (d) An amount sufficient to discharge any claim against SURETY by reason of such suretyship. This sum may be used by SURETY to pay such claim or be held by SURETY as collateral security against loss.
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 my (our) obligation to SURETY.
4. SURETY may procure its release from said suretyship under any law for release of sureties without liability to me (us) for any damages I (we) sustain therefrom.
5. That this agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for.
6. That if this suretyship is given in connection with lost instruments or securities, and such lost instruments come into my (our) possession at any time, I (we) will at my (our) own cost and expense deliver or cause said securities to be delivered to SURETY.
7. The SURETY shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon said bond(s) and defend such suit and appeal such judgment or at its election to have the case, cross-action or proceeding, or any part of it or them dismissed or any appeal, writ of error, certiorari, or any part thereto dismissed.
8. To authorize the Surety, or its representative, to file or record this agreement (or copy) in accordance with provisions of the Uniform Commercial Code.
9. That if said suretyship is cancelable this agreement may be terminated, upon written application to SURETY, only by written notice from SURETY stating when such termination will take effect.

AGREEMENT
FAIR CREDIT REPORTING ACT NOTICE: This notice is given to comply with the Federal Fair Credit Reporting Act (Pubic law 91-508) and any similar state law which is applicable. As part of our underwriting procedure, a routine inquiry may be made which will provide information concerning character, general reputation, personal characteristics and mode of living. Upon request, additional information as to the nature and scope of the report, if one is made, will be provided.

Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim 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 and also shall be subject to a civil penalty (not to exceed five thousand dollars in New York) and the stated value of the claim for each such violation.

Please be sure application is dated, witnessed or attested, signed and notarized in full.

The Agreement shall be effective this _____ day of _____, _____
 _____ APPLICANT

Witness or Attest: _____ (SEAL)

NOTARY ACKNOWLEDGEMENT of Applicant's Signature

State of _____ County of _____
 By: _____ (Officers name and title if a corporation)

Subscribed and sworn to before this _____ day of _____, _____ NOTARY PUBLIC

WITNESS: _____ INDEMNITORS: _____ (SEAL)
 Signature _____

WITNESS: _____ Signature _____ (SEAL)

NOTARY ACKNOWLEDGEMENT of Indemnitors' Signature

State of _____ County of _____
 Subscribed and sworn to before me this _____ day of _____, _____ NOTARY PUBLIC

WITNESS AND NOTARIZATION MUST BE COMPLETED FOR INDEMNITORS' SIGNATURES.

SIGNATURE INSTRUCTIONS

If co-partnership, firm name must be signed, and each member of firm must sign individually	If corporation, corporate name must be signed in full, with the officers name and title on line below, and the seal of the corporation affixed, properly attested
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CONFIDENTIAL CREDIT INFORMATION

For bonds required of **BUSINESSES**:
 Principal owners, shareholders, or officers: _____

 Nature of business _____
 Date business established _____
 If business is new, summarize business experience of applicant or of principals.

Name and branch of bank: _____

 Bank balance \$ _____ Line of Credit \$ _____

For bonds required of **INDIVIDUALS**:
 Residence address: _____
 _____ (Number and street)
 _____ (City, state, ZIP) How Long? _____
 Age _____ Occupation _____
 Employer _____
 Annual salary \$ _____ Other income \$ _____
 Name and branch of bank: _____

Bank balance \$ _____ Loan Amount \$ _____
 Real estate owned \$ _____ Mortgage \$ _____
 Securities owned \$ _____ Encumbrance \$ _____

FINANCIAL STATEMENT

As of _____, _____

Financial statements, when required, need not be on this form. The space below is for the convenience of those who do not have signed copies of current financial statements readily available on other forms

ASSETS		DOLLARS	LIABILITIES		DOLLARS
Cash on Hand	-----		Accounts Payable	-----	
Cash in Bank (Name and address of Bank)	-----		Notes Payable—Unsecured:		
Accounts Receivable	-----		Banks	-----	
Merchandise at cost (not on consignment)	-----		Partners of officers	-----	
Other (Describe)	-----		Other	-----	
-----			Notes Payable—Secured:		
-----			Owing to	-----	
TOTAL CURRENT ASSETS			Taxes Payable and other expense	-----	
Land and Buildings (Depreciated Value)	-----		Other Current Liabilities (Describe)	-----	
Machinery, Fixture and Equipment	-----		-----		
(Depreciated Value)	-----		TOTAL CURRENT LIABILITIES		
Due from Others - Not Current (Describe)	-----		Liens or Chattel Mortgages on Equipment	-----	
-----			Mortgages on Real Estate	-----	
Other Assets (describe)	-----		Other Liabilities (Describe)	-----	
-----			TOTAL LIABILITIES		
TOTAL ASSETS			Net Worth	{ Capital \$ ----- Surplus \$ ----- }	
			TOTAL LIABILITIES AND NET WORTH		

Net sales \$ _____ Gross Profit \$ _____ Expenses \$ _____ Net profit \$ _____ Drawings \$ _____

AGENT'S RECOMMENDATION

AGENT _____

I recommend this risk.
 I have executed Please send me this bond.

Remarks: _____

X _____
 Signature of agent

ARKANSAS: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

DISTRICT OF COLUMBIA: "Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

FLORIDA: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

HAWAII: "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

KENTUCKY: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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."

LOUISIANA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

MAINE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits."

NEW JERSEY: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

NEW MEXICO: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

NEW YORK: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

OHIO: "Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud."

PENNSYLVANIA: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties."

RHODE ISLAND: Insurer shall place on the application a warning which indicates the existence of a criminal penalty for failure to disclose a conviction for arson.

TENNESSEE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."