

# ALL-IN-ONE™

## COMMERCIAL SURETY APPLICATION

(EXCEPT PROBATE & PUBLIC OFFICIAL)

**For The CBIC Office  
 That Serves Your Area,  
 Call Toll Free:**

(888) 283-CBIC (2242)  
 (888) 293-CBIC (2242) FAX

<b>1. AGENT/BROKER INFORMATION</b>		Agent/Broker Name		Phone # ( ) ( )		FAX # ( ) ( )					
Address		City		State		Zip Code					
<b>2. BOND INFORMATION</b>		Type of Bond (Attach Bond Form)				Amount: \$		Effective Date			
Obligee				Obligee's Address							
<b>3. BUSINESS INFORMATION</b>		Company Name (Must be exactly as it is to appear on bond)						Bus. Phone #			
Company Address				City		State		Zip Code			
Nature of Business				<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		Date Formed: / / (Corporation or LLC)		# of Owners, Partners or Members			
<b>4. PERSONAL INFORMATION</b>		Individual's Name				Soc. Sec #		Date of Birth			
Spouse's Name				Spouse's Employer		Employer Phone # ( ) ( )		Soc. Sec #			
Spouse's Length of Employment		Spouse's Monthly Income \$		Personal Reference				Reference Phone # ( ) ( )			
Individual's Residence Address			City		State		Zip Code		Phone # ( ) ( )		
<input type="checkbox"/> Own <input type="checkbox"/> Renting <input type="checkbox"/> Apt. <input type="checkbox"/> Buying <input type="checkbox"/> House		Monthly Payment		Residence Mortgage Holder		Purchase Date		Purchase Price		Curr. Mkt. Value	
<input type="checkbox"/> Loan Balance(s)		<input type="checkbox"/> Ever Declared <input type="checkbox"/> Yes <input type="checkbox"/> Bankruptcy? <input type="checkbox"/> No		<input type="checkbox"/> Pending or Prior <input type="checkbox"/> Yes <input type="checkbox"/> IRS Liens? <input type="checkbox"/> No		<input type="checkbox"/> Any Lawsuits Pending <input type="checkbox"/> Yes <input type="checkbox"/> Against You? <input type="checkbox"/> No		<input type="checkbox"/> Ever Failed <input type="checkbox"/> Yes <input type="checkbox"/> in Business? <input type="checkbox"/> No			
Bank (Personal Account)		Phone # ( ) ( )		Checking Acct. # _____ Balance: \$ _____				Savings Acct. # _____ Balance: \$ _____			

**INDEMNIFICATION AGREEMENT**    **IMPORTANT! Signature Instructions** - The individual who completes this form must also sign the indemnity agreement below. If married, spouse must also sign; however, no missing signature shall invalidate this agreement. **Sole Proprietorship** - Owner must sign below. If married, spouse must also sign. **Partnership** - Partners are signing as authorized agents of the partnership and as individually liable indemnitors. If married, spouse must also sign. **Corporation or LLC** - If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. If married, spouse must also sign. **Complete a separate application for each owner, partner, stockholder or LLC member.**

I request that Contractors Bonding and Insurance Company ("CBIC") execute a Bond and consider executing future Bonds for (Company Name) \_\_\_\_\_ (\*\* "Principal"). I authorize CBIC or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to CBIC pertaining to credit. I make the following promises so that CBIC will execute a Bond and consider executing future Bonds:

- I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CBIC at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which CBIC is or may be made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CBIC in connection with any Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees; penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorneys' fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
- I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold CBIC harmless from all Loss and to pay back or reimburse CBIC for all Loss.
- I agree to provide adequate collateral to CBIC in the event that CBIC is required or deems it necessary to establish a reserve for Loss for any Bond. The reserve for Loss may vary from time to time as CBIC deems necessary to protect itself from Loss. Cash collateral equal to the reserve for Loss shall be adequate. Other collateral shall be adequate if the net equity value of the collateral is equal to 166% of the reserve for Loss and the collateral is otherwise acceptable to CBIC. CBIC may insist upon cash collateral. Collateral may be held by CBIC until CBIC has determined it is no longer exposed to Loss as a matter of law, and CBIC may retain or sell collateral to reimburse itself for Loss. Specific performance of this paragraph shall be a remedy available to CBIC, and all procedures for executing on judgments may be used to enforce CBIC's decree(s) of specific performance. In the event that CBIC suffers a Loss, prior to being provided with collateral, CBIC may enforce any decree of specific performance, up to the amount of such decree, as a money judgment (in addition to any other judgments) to reimburse itself for such Loss without further notice or motion.
- I agree to pay to CBIC each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
- I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
- I agree that CBIC may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
- Unless a Bond specifically states (i) that it cannot be cancelled, or (ii) the manner in which notice of cancellation must be given, CBIC may cancel a Bond by mailing a notice of cancellation in the regular U.S. Mails to the obligee and to Principal, or Principal's representative, at the latest address provided to CBIC, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful governmental regulation specifically provides otherwise, cancellation shall be effective 30 days after CBIC deposits the requisite notice of cancellation in the U.S. Mails. I WAIVE ANY CLAIM AGAINST CBIC FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of CBIC on any Bond.
- I agree that CBIC has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.
- I agree that I CANNOT TERMINATE my LIABILITY to CBIC created by this agreement except by sending written notice of intent to terminate to CBIC. Written notice to terminate shall be sent to CBIC at its home office, 1213 Valley Street, P.O. Box 9271, Seattle, WA 98109-0271. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by CBIC, but only for Bonds signed or committed to by CBIC after the effective date. Thus, I agree that I will REMAIN LIABLE to CBIC for LOSS on BONDS SIGNED OR COMMITTED TO BY CBIC PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
- I agree that CBIC can bring any legal action arising out of or in any way related to any Bond or this agreement in King County, Washington, and that Washington law shall apply where CBIC makes such election.
- I agree that CBIC shall have the right to fill in any blanks left herein and to correct any errors made by me in filling in any blanks.
- I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. No missing signature shall invalidate this agreement.

Bond Premium Payment Method: <input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard		Account No.		Expiration Date		<b>** Insert Principal's name exactly as it is to appear in Bond.</b>	
Date		COMPANY NAME (Print)					
Indemnitor's Signature* <b>X</b>		Indemnitor's Name* (Print)					
Spouse Indemnitor's Signature* <b>X</b>		Spouse Indemnitor's Name* (Print)					

\*Each indemnitor and spouse is signing in his and her individual capacity and also in his and her capacity as an owner and/or officer and/or stockholder and/or partner and/or joint venturer and/or LLC member and/or Manager.

**IMPORTANT! FOR COURT, ERISA, DEFECTIVE TITLE, JANITORIAL OR LOST INSTRUMENT BONDS  
 PLEASE COMPLETE INFORMATION ON REVERSE SIDE**

Agent Name	Phone # ( )	Applicant Name
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IMPORTANT! PLEASE COMPLETE APPLICATION, INDEMNITY AGREEMENT AND SIGNATURE BLOCK ON REVERSE SIDE

COURT BOND INFORMATION			
<b>CASE INFORMATION</b>	Court	State	County
Note below or attach copy of Complaint/Judgement or details of litigation.		Cause No.	State Code No. or Statue (If Applicable)
Plaintiff(s) <input type="checkbox"/> Principal Attorney	Defendant(s) <input type="checkbox"/> Principal		Phone # ( )
Address			

ERISA BOND APPLICATION					
<b>BOND INFORMATION</b>	Legal Name of Plan (Must be exactly as it is to appear on bond)			Amount \$	Effective Date
<b>PRINCIPAL/ PLAN OFFICIAL(S)</b>	Name			Soc. Sec #	
Address		City	State	Zip Code	Phone # ( )
Name			Soc. Sec #		
Address		City	State	Zip Code	Phone # ( )
Has any Plan Official ever (check all that apply) <input type="checkbox"/> declared bankruptcy <input type="checkbox"/> failed in business <input type="checkbox"/> had liens or judgements filed against them <input type="checkbox"/> none of these					
<b>PLAN INFORMATION</b>	List or attach statements which show the types of Stocks, Bonds and Other Investments made by the Pension Fund:				

Are any trust funds invested in the employer's business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Who directs the investments?
Does the plan employ the services of an independent administrator?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", who is the administrator?
Are the assets of the Plan audited at least annually?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", is the auditor an independent CPA? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of auditor		
Has any insurer or surety declined or canceled your bond in the last six years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", explain fully on a separate sheet
Has the Plan sustained any dishonesty losses in the last six years?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If "Yes", please describe circumstances, dates, & actions taken for each loss on separate sheet.

DEFECTIVE TITLE, & JANITORIAL/BUSINESS SERVICE APPLICATION	
<b>CHECK BOND TYPE REQUIRED AND ANY SPECIFIC INFORMATION REQUESTED</b>	
<input type="checkbox"/> <b>DEFECTIVE TITLE</b> Include papers from MVD and description of vehicle and bill of sale if available.	<input type="checkbox"/> <b>JANITORIAL SERVICE/BUSINESS SERVICE</b> \$2,500 Bond \$5,000 Bond \$10,000 Bond Specify Type of Business _____

LOST INSTRUMENT BOND APPLICATION		<i>Attach copies of ALL correspondence received from the obligee together with any bond forms provided.</i>
If Applicant is acting as Fiduciary, give names, ages, addresses, and percent of interest in the estate of all heirs:		

<b>BOND INFORMATION</b>	Type of Bond <input type="checkbox"/> Open Penalty <input type="checkbox"/> Fixed Penalty	Bond Amount (if Fixed Penalty) \$	Present Market Value of Securities \$
To Whom is Bond Given (Obligee) — List full names of ALL parties, including transfer agents, registrars and trustees, if any			
Obligee's Address		City	State
		Zip Code	

<b>UNDERWRITING INFORMATION</b>	Describe all circumstances connected with loss (e.g. date loss discovered, what search made, steps taken to recover, etc.)
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<b>STOCK CERTIFICATE</b>	Certificate No(s).	No. of Shares	Market Value per Share \$
Class of Stock		Name of Stock Exchange Where Traded	
Has the Stock been – Endorsed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	– Assigned?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		– Pledged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has Power of Attorney Stock Power been given?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is Stock Registered or Recorded?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If, Yes, in whose Name do they Stand?	Issuing Company

<b>BOND</b>	Number(s).	Dated	Maturity Date
Principal Amount \$	Interest Rate	Coupons Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Registered? <input type="checkbox"/> Yes <input type="checkbox"/> No
Issuing Company			
<b>CHECK/MONEY ORDER</b>	Number(s).	Dated	Amount \$
Name of Bank	Name of Payee	Was Stop Payment Ordered?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Maker	Was the Check Endorsed?	Date / /	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	Name of Endorser	