

SUBDIVISION/PLAT SHORTFORM APPLICATION

Maintenance Property Tax Common Facilities
Grading Maintenance Assessments Minor Projects

PRINCIPAL INFORMATION

INSTRUCTIONS

Application for small plat, minor subdivision or ancillary subdivision/plat bonds.

Submit completed application and indemnity agreement with:

Subdivision Agreement, Conditions, Planned Construction Statement or other Contract for which bond is required

Financial Statement for Principal/Entity

Personal Financial Statements of Owners

Engineers Estimate or Cost Analysis for Bonded Work

Original Bond Forms

NOT APPLICABLE IN THE STATES OF COLORADO, NEW MEXICO AND VIRGINIA

Contact Branch Manager for bonds exceeding \$50,000.

Name (Must be exactly as it is to appear on bond)				Please Specify Individual Corporation		S Corp. Limited Partnership General Partnership		LLC Trust	
Business Street Address			City		State		Zip		Telephone ()
Date Started		Tax Identification #			Primary Business				

OWNERS

Name						Spouse's Name				
Residence Address			City		State		Zip		Telephone ()	
Ownership %		Position with Applicant			SS#		Drivers License Number & State			
Personal Bank (Name and Branch)						Telephone ()				
Bank Address			City		State		Zip			

Name						Spouse's Name				
Residence Address			City		State		Zip		Telephone ()	
Ownership %		Position with Applicant			SS#		Drivers License Number & State			
Personal Bank (Name and Branch)						Telephone ()				
Bank Address			City		State		Zip			

PROJECT

Project Description (Tract/Plat #, Project Name and Location)									
Type of Development			# of Units		Approximate Acreage			Completed Value	
Construction Lender					Name of Loan Officer				
Address of Lender							Telephone ()		
Prime Contractor							Telephone ()		
Contractors Address			City		State		Zip		
Work Commencement Date			Current Completion %			Anticipated Completion Date			

BOND

BONDS REQUIRED ATTACH FORMS	Type	Amount	Obligee (Agency Requiring Bond)						
	Type	Amount	Obligee						
	Type	Amount	Obligee						
Obligee Address		City		State		Zip		Telephone ()	
Comments									

INDEMNITY AGREEMENT - READ CAREFULLY

Each of the Undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to induce Developers Surety and Indemnity Company or Indemnity Company of California (herein called Surety) to execute or procure the execution of any and all of the bonds described herein, and any extension, modification, or renewal thereof, addition thereto, or substitution therefore. Each of the undersigned further affirms and understands the bond applied for is a credit relationship and hereby authorizes Surety, or its underwriting manager, Insko Insurance Services, Inc., to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted, extended or continued.

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned hereby agree, for themselves their personal representatives, successors and assigns, jointly and severally, as follows:

- 1. To reimburse Surety, upon demand for all payments made for and to indemnify and keep indemnified Surety from:
a) all demands, loss, contingent loss, liability and contingent liability claim, expense, including attorney's fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
b) to pay Surety an advance premium, that is fully earned, and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
2. Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety for loss, contingent loss, liability, and/or expense, sworn to by an officer of Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the obligation of the undersigned to reimburse Surety.
3. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal to sign any such bond or (b) any claim that other indemnities, securities, or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
4. The undersigned hereby expressly waive notice from Surety of any claim or demand made against Surety or the principal under the bond, or of any information Surety may receive concerning the principal, or bond. Surety shall have the right to decline any or all bonds herein applied for, and shall have the right to withdraw from, or cancel, or procure its release from such suretyship at any time, all without incurring any liability to the undersigned.
5. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of the instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
6. This agreement is a continuing obligation of the principal and indemnitor and may be terminated only upon written notification to Surety. Such notice shall state the effective date of such termination, which shall, in no event, be less that 30 days following receipt of such notice by Surety. No termination of this agreement shall relieve any principal or indemnitor of any obligation or liability under this agreement, or the bond, occurring during the term of this agreement, regardless of when such obligation or liability shall become known to surety.

IMPORTANT

If sole owner, applicant must sign on behalf of firm. Spouse must sign personal indemnity below.

If a partnership, two authorized partners must sign on behalf of firm. The two authorized partners and their spouses must sign personal indemnity below.

If a corporation, two corporate officers must sign on behalf of corporation. Owners of the corporation and their spouses must sign personal indemnity below.

If a Limited Liability Company, two managers/members must sign on behalf of the company. The two authorized managers/members and their spouses must sign personal indemnity below.

Signed this _____ day of _____, _____ YEAR

Firm Name _____

Print Name & Title _____

Signature _____

Print Name & Title _____

Signature _____

STATEMENT OF PERSONAL INDEMNITORS

In consideration of the execution by Developers Surety and Indemnity Company or Indemnity Company of California of the suretyship applied for, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity agreement, executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation which the suretyship applied for is given to secure.

Print Name or Names _____

Print Name or Names _____

Indemnitor's Signature _____

Indemnitor's Signature _____

Spouse's Signature _____
(IF single indicate)

Spouse's Signature _____
(IF single indicate)

PRODUCER INFORMATION

Name _____ Agency Name _____

Street Address _____ City _____ State _____ Zip _____

Producer# _____ Phone () _____ Fax () _____

Check that all questions are completely answered, and that all signatures are correctly signed. If obligee has issued a written request for bond, please attach to application. Incorrect or incomplete information may delay issuance of the bond.

Brokers and appointed agents of Developers Surety and Indemnity Company or Indemnity Company of California may submit net. All others complete agency form and submit gross premium only.



AMERICAN CONTRACTORS INDEMNITY COMPANY

PERSONAL FINANCIAL STATEMENT
NOT TO BE USED FOR BUSINESS STATEMENTS.

To induce COMPANY to become surety for the Undersigned, or to accept the Undersigned as Indemnitator, the Undersigned submits the following Financial Statement

Personal financial statement of _____ SS. NO. _____
(Name)

(Street Address, City, State, Zip)
HOME PHONE NO. () _____ BUS. PHONE NO. () _____

NAME OF SPOUSE _____

AS OF _____
(Date)

CURRENT ASSETS		CURRENT LIABILITIES	
Cash on hand (not in bank)		Notes payable to (names and addresses):	
Cash in following banks (names and addresses):		
.....		
.....		Sales Contracts & Chattel Mtgs. (Sch. 6)	
Stocks and bonds (Schedule 1)		Accounts payable	
Accounts receivable (Schedule 2)		Current portion of long term debt	
Notes receivable (Schedule 3)		Other current liabilities (Schedule 6)	
Other current assets (Schedule 6)		
.....		
.....		Current Year's Income Taxes Unpaid	
.....		Prior Year's Income Taxes Unpaid	
.....		Real Estate Taxes Unpaid	
TOTAL CURRENT ASSETS		TOTAL CURRENT LIABILITIES	
FIXED ASSETS		LONG TERM LIABILITIES	
Real estate (Schedule 4):		Real estate debt (Schedule 4):	
Residence		Residence	
Other		Other	
Cash value of life insurance (Schedule 5)		Borrowed on life insurance (Schedule 5)	
.....		
Other assets and investments (Schedule 6)		Other long term debt (Schedule 6)	
.....		
.....		
.....		TOTAL LONG TERM LIABILITIES	
TOTAL FIXED ASSETS		NET WORTH	
TOTAL ASSETS		TOTAL LIABILITIES AND NET WORTH	

CONTINGENT LIABILITIES

FOR ENDORSEMENTS OR GUARANTEES \$ _____ FOR OTHER PURPOSES \$ _____

GIVE DETAILS _____

1. STOCKS AND BONDS

Name of Security	No. Shares	If any pledge, State to Whom and for What Purpose	Dividends Paid Last Two Years	Market Value	Book Value
TOTALS				\$	\$

2. ACCOUNTS RECEIVABLE

Name and Address (street and city) From Whom Due	For What is it Due	When Sold	When Due	Amount
TOTAL				\$

3. NOTES RECEIVABLE

Name and Address (street and city) From Whom Due	For What Due	How Secured	Date	Maturity	Amount
TOTAL					\$

4. REAL ESTATE

Description of Property	Title in Name of	Market Value	Cost	Date Acquired	Amount Encumbrance	Monthly Payments	Monthly Income
TOTAL							

5. LIFE INSURANCE – CASH VALUE

Name of Company	Policy Number	Name of Insured	Beneficiary	Face Value	Cash Value	Amount Borrowed

6. OTHER ASSETS AND LIABILITIES

Other Current Assets (itemize)	Other Current Liabilities (itemize)	Amount

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either severally or jointly with other, execute a guaranty in your favor. Each undersigned understands that you are relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of a change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the statements made herein, and to determine my/our credit worthiness. You are authorized to answer questions about your credit experience with me/us.

Signature _____
 S.S. No. _____ Date of Birth _____

Signature _____
 S.S. No. _____ Date of Birth _____

Date Signed _____, _____.

SUBDIVISION BOND REQUEST

Inclusion of the following information with this subdivision bond request will speed our underwriting and approval process:

- ASSURANCE LETTER FROM CONSTRUCTION LENDER/FUND CONTROL FACILITY
- ENGINEER'S ESTIMATE OF COSTS TO COMPLETE OFFSITE IMPROVEMENTS
- REQUIRED BOND FORMS
- SUBDIVISION AGREEMENT
- VICINITY MAP
- ENGINEER'S ENVIRONMENTAL SURVEY

DEVELOPER: _____
 SUBDIVISION NAME: _____ TYPE OF PRODUCT: _____
 DESCRIBE LOCATION: _____

TRACT NUMBER: _____ NUMBER OF UNITS: _____
 SELLING PRICE OF UNITS: \$ _____ TO \$ _____
 SQUARE FEET OF UNITS: _____ TO _____
 ANTICIPATED START DATE _____ COMPLETION DATES (Off Sites) _____
 (Total Project) _____

CONSTRUCTION LENDER/FUND CONTROL FACILITY: _____
 OFFICER/CONTACT: _____

ADDRESS: _____ PHONE: () _____

AMOUNT OF CONSTRUCTION FUND: \$ _____ EQUITY \$ _____
 AMOUNT ALLOCATED TO OFFSITE IMPROVEMENTS: _____

IS ASSURANCE LETTER AVAILABLE YES, ATTACH SAMPLE NO

TYPE OF DISBURSEMENT: CASHIERS CHECK VOUCHER STAGE REIMBURSEMENT

GENERAL CONTRACTOR: _____

IMPROVEMENTS	COST	NAME OF SUBCONTRACTOR (If applicable)	BOND subcontractor (Y) YES (N) NO
GRADING IMPROVEMENTS	\$ _____	_____	_____
STREET IMPROVEMENTS	_____	_____	_____
WATER IMPROVEMENTS	_____	_____	_____
SEWER IMPROVEMENTS	_____	_____	_____
STORM DRAIN IMPROVEMENTS	_____	_____	_____
MONUMENT	_____	_____	_____
OTHER	_____	_____	_____

OBLIGEE (MUNICIPALITY REQUIRING BONDS): _____
 ADDRESS OF OBLIGEE: _____

TYPE OF BOND	PERFORMANCE	LABOR & MATERIALS
GRADING IMPROVEMENTS	\$ _____	_____
STREET IMPROVEMENTS	_____	_____
WATER IMPROVEMENTS	_____	_____
SEWER IMPROVEMENTS	_____	_____
STORM DRAIN IMPROVEMENTS	_____	_____
MONUMENT	_____	_____
MAINT. GUARANTEE	_____	_____
PROPERTY TAX	_____	_____