

# BONDSExpress

1937 Teall Ave., Syracuse, NY 13204

Phone: 1-800-331-5453 Fax: 1-877-824-8668

Email: [info@BondsExpress.com](mailto:info@BondsExpress.com)

- Individual   
 Partnership   
 Corporation

Applicant (For partnership, give full names of Partner,; and trade names) Please print		Social Security #	Age	Married <input type="checkbox"/> Single <input type="checkbox"/>
Residence Address (Street and Number) (City) (State) (zip)				
Business Address (Street and Number) (City) (State) (zip)				
Occupation or business	How long so engaged?	Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.		
Type of Bond	Amount of Bond \$	Effective Date		
Complete name and address of Obligee				

**FINANCIAL STATEMENT as of \_\_\_\_\_**  
**Check applicable section on the reverse side to see whether a financial statement is necessary.**  
 Check one:  Business Financial Statement  Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks) _____		Accounts Payable _____	
Stocks + Bonds - Describe _____		Taxes due & accrued _____	
Notes Receivable - Describe _____		Notes Payable to Bank _____	
Merchandise or Material in Stock _____		Notes Payable to Others (Describe) _____	
Accounts Receivable _____		Mortgage on Real Estate _____	
Real Estate, Homestead _____		Mortgage on Real Estate _____	
Real Estate, Investment _____		Other Liabilities - Describe _____	
Furniture and Fixtures _____		TOTAL LIABILITIES	
Other Assets - Describe _____		Capital Stock (Paid in) _____	
TOTAL ASSETS		NET WORTH OR SURPLUS	
		TOTAL Liabilities and Net Worth	

Gross Sales Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_ Net Income Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_

### INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and, to obtain additional information from any source, and jointly and severally agree:

- (1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due.
- (2) To completely **INDEMNIFY the Company from and against any liability, loss, cost, attorney's fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, (it for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,**
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- (4) Upon Demand by the company for any reason whatsoever, to deposit current funds with the company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the company, sworn to by an officer of the company shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company),
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond, without cause, and, without any liability which might arise therefrom.
- (7) That the Company shall, without notice, have the right to alter the penalty terms, and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond.
- (8) that if a contract or performance bond is issued hereunder, the undersigned hereby assign to the company, any monies now due or hereafter becoming due under the contract, including all deterrred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract, and
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the court, of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- (10) That this indemnify may be canceled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux, Fall., South Dakota 57102. effective ten (10) days after the earliest date thereafter upon which the Company could have canceled all bonds in force for applicant.
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Agency <b>BondsExpress</b>
Address <b>1937 Teall Ave.</b>
<i>Street</i>
<b>Syracuse NY 13206</b>
City State Zip
Agent's Code <b>31 17458</b>

Note: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting.

**PHONE: (800) 331-5453 FAX: (877) 824-8668**

AGENT: Check here if this correspondence was previously faxed

**E-Mail: [info@bondsexpress.com](mailto:info@bondsexpress.com) www.bondsexpress.com**

**TO EXPEDITE YOUR APPLICATION PROCESS PLEASE FOLLOW THIS CHECKLIST**

- Did you enter your business name correctly to avoid delays? Must show DBA, LLC, Inc., etc.
- Did you enter the desired effective date of this bond?
- If this application is handwritten, did you use black ink for faxing?
- Did you make sure to answer all questions?
- Make certain we have your phone and fax number to contact you if necessary.
- Did you enter your Social security No.?

**MAKE CHECKS PAYABLE TO: "BONDSEXPRESS" (After bond is approved)**

Bond applications are processed same day if we receive them by noon. Sometimes additional information is required that could delay results. If this is necessary we will contact you.



**PLEASE ALLOW "24" HOURS FOR A REPLY BEFORE YOU CALL US.**

**Please fax your application to us for approval. We'll contact you when a decision has been made.**

**Feel free to call us for any questions at:**

**Phone (800) 331-5453 or (315) 437- 4283      Fax (877) 824-8668**

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**[www.bondsexpress.com](http://www.bondsexpress.com) E-mail: [info@bondsexpress.com](mailto:info@bondsexpress.com)**

**If you wish to have the bond mailed priority or overnight, please let us know  
(Ask us about overnight mail. We can also ship using your FEDEX or Airborne number)**

## Guidelines for Signing a Form 10-E Easy Application for Bonds

We have examples showing five ways to sign an application.

### 1. Individual or Sole Proprietorship.

Signed this 22<sup>nd</sup> day of November, 1999

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X \_\_\_\_\_

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

The individual or sole owner and spouse should sign at the bottom of the application, writing the word "Indemnitor" in their own handwriting after each of their names.

### 2. Partnership.

Signed this 22<sup>nd</sup> day of November, 1999

1. X John Doe, Indemnitor

2. X James Doe, Indemnitor

3. X Jane Doe, Indemnitor

Ann Doe, Indemnitor

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

Each partner and his or her spouse should sign at the bottom of the application, writing the word "Indemnitor" after each of their names.

### 3. Corporation.

Signed this 22<sup>nd</sup> day of November, 1999

1. X DOE CORPORATION, INC.

2. X John Doe, President

3. X John Doe, Indemnitor

James Doe, Indemnitor

\* Jane Doe, Indemnitor

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An officer should first sign on behalf of the corporation (indicating his/her corporate title) and then sign a second time, writing only the word "Indemnitor" after his/her second signature. Any other owners should also sign, writing only the word "Indemnitor" after their names. In most cases, the owners' spouses also need to sign.

\* In most cases, the owners' spouses may also need to sign.

### 4. Limited Liability Company or Partnership.

Signed this 22<sup>nd</sup> day of November, 1999

1. X John Doe, Manager

2. X John Doe, Indemnitor

3. X James Doe, Indemnitor

\* Jane Doe, Indemnitor

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title) and then sign a second time as a personal indemnitor, writing only the word "Indemnitor" after his/her second signature. All other members/owners/partners should also sign as personal indemnitors, writing only the word "Indemnitor" after their names. In most cases the members'/owners'/partners' spouses also need to sign.

\* In most cases, the members'/owners'/partners' spouses may also need to sign.

### 5. Outside Indemnity (Relatives, Friends).

Signed this 22<sup>nd</sup> day of November, 1999

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X John Henry, Indemnitor

Joseph Smith, Indemnitor

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

When outside indemnity is required, the proposed indemnitors should sign at the bottom of the application below the applicants' signatures and write the word "Indemnitor" after each of their names.

**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.**