

## BONDS *Express*

1937 Teall Ave., Syracuse, NY 13206  
Phone: 1-800-331-5453 Fax: 1-877-824-8668  
Email: [Info@BondsExpress.com](mailto:Info@BondsExpress.com)

**THIS APPLICATION IS DESIGNED FOR SERVICE OR SUPPLY PERFORMANCE BONDS  
UNDER \$1,000,000.**

All Service or Supply Bid / Performance Bond requests must include a copy of the bid specs and/or contract.

If you were awarded a contract and need a supply or service performance bond based off a bid, we will need to know the next three lowest bidders.

For this application to be considered, it needs to be filled out in its entirety. Once we receive the application, approvals typically take 3 business days.

**This application is not intended for jobs located in the states of Alaska, Connecticut, Hawaii, New Hampshire and Massachusetts.**

If you have any questions about this application, please do not hesitate to call our office at 1-800-331-5453 to speak to a performance bond specialist.

Sincerely,

BondsExpress

## BONDS *Express*

1937 Teall Ave., Syracuse, NY 13206  
Phone: 1-800-331-5453 Fax: 1-877-824-8668  
Email: [ContractorBonds@BondsExpress.com](mailto:ContractorBonds@BondsExpress.com)

### **Surety Bond Application Checklist (check off and do not return until all paperwork is complete)**

1.  Please complete the Service / Supply Questionnaire
2.  Please make sure the indemnity agreement is filled out completely and signed
3.  Please include last 2 years of business tax returns (for bonds over \$100,000)
4.  Please include last 2 years of business Fiscal Year End financial statements
5.  Please include personal financial statements for all owners (for bonds over \$100,000)
6.  Please include Bond Request Form
7.  Please include a copy of the bid specs for bid bond requests
8.  Please include a copy of the contract for final performance bond requests

Please, if you have any questions regarding the checklist or the application, please do not hesitate to give us a call at 1-800-331-5453 to speak to a performance bond specialist. You may also email us through [ContractorBonds@BondsExpress.com](mailto:ContractorBonds@BondsExpress.com).

Sincerely,

BondsExpress

# Service/Supply Contractor Questionnaire and Indemnity Agreement

Name of Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Firm Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Web Site: http:// \_\_\_\_\_

State of Incorporation: \_\_\_\_\_ Year Started: \_\_\_\_\_

Tax ID: \_\_\_\_\_ SIC Code: \_\_\_\_\_ Service Specialty: \_\_\_\_\_

Geographic Area(s) of Operation: \_\_\_\_\_

Type of Business: \_\_\_\_\_ C-Corp. \_\_\_\_\_ Sub S. Corp. \_\_\_\_\_ Part. \_\_\_\_\_ Prop. \_\_\_\_\_ LLC

**List the corporate officers, partners, or proprietors of your firm:**

Name	Position	% Owned	Yrs. Experience

Will the above individuals and spouses personally indemnify Surety? Yes \_\_\_\_\_ No \_\_\_\_\_ (explain below)

If No, explain: \_\_\_\_\_

Has applicant ever had a license suspended or revoked? \_\_\_\_\_ any lawsuits, judgments, liens or claims against them? \_\_\_\_\_ has any prior surety company ever paid a claim, cancelled, refused renewal, or denied an application? \_\_\_\_\_ has applicant ever declared Bankruptcy? \_\_\_\_\_ If yes to any of the questions, please attach a detailed explanation

List three of your major competitors: \_\_\_\_\_

Does your company have a standard contract? \_\_\_\_\_ Yes \_\_\_\_\_ No . If yes, please attach.

What other guarantees beyond performance are included? \_\_\_\_\_

What is the average and maximum duration of your contracts? (6 months, 2 years, etc.) \_\_\_\_\_

What is the largest job you expect to do during the next year? \_\_\_\_\_

What is the largest amount of work under contract at one time? \_\_\_\_\_

What is your expected annual volume? \_\_\_\_\_

**BONDS Express**

1937 Teall Ave., Syracuse, NY 13206  
Phone: 1-800-331-5453 Fax: 1-877-824-8668  
Email: [ContractorBonds@BondsExpress.com](mailto:ContractorBonds@BondsExpress.com)

**Financial Information:**

Name of CPA Firm: \_\_\_\_\_ FYE \_\_\_\_\_

On what basis are financial statements prepared? \_\_\_ Cash \_\_\_ Completed Job \_\_\_ Accrual \_\_\_ % of Completion.

On what level of assurance are financial statements prepared? \_\_\_ Audit \_\_\_ Review \_\_\_ Compilation

Name of Bank: \_\_\_\_\_ Address: \_\_\_\_\_

Line of Credit: \$ \_\_\_\_\_ Amount of Line currently available \$ \_\_\_\_\_

**Experience & References**

**Previous Bonding Companies:**

Name: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

**Specific Bond Request Information**

Name and address of Obligee: \_\_\_\_\_

Amount of Bond: \$ \_\_\_\_\_ Length of warranty if applicable \_\_\_\_\_

Start date and estimated completion date \_\_\_\_\_

Description of project \_\_\_\_\_

Was project bid or negotiated \_\_\_\_\_ if bid, what security was used and amount of next bid \_\_\_\_\_

*List five of your largest contracts:*

Job Name	Contact Name and phone #	\$ Contract Price	Type of Work	Completion date	Bonded (y/n)

*List any subsidiaries and commonly owned companies:*

\_\_\_\_\_  
\_\_\_\_\_

Remarks: \_\_\_\_\_

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 fines, imprisonment and denial of benefits.

## INDEMNITY AGREEMENT – READ CAREFULLY

Within this Agreement, those who sign below except for the witnesses will be referred to as the Indemnitors. American Safety Casualty Insurance Company, its successors and assigns, will be referred to as the Surety. Indemnitors now request the Surety to furnish a Bond. To induce the Surety to do so, the Indemnitors state the following:

### REPRESENTATIONS OF FACT:

1. Either one, some or all of the Indemnitors have asked the Surety to provide a Bond.
2. The Indemnitors, both as an entire group and individually, have a substantial and beneficial interest in receiving the Bond.

### PROMISES AND AGREEMENTS

In consideration of the Surety furnishing the Bond, the Indemnitors both as an entire group and individually agree to the following:

1. To promptly pay the Bond premiums as they fall due until the Surety receives legally adequate evidence that it has been relieved of any obligation.
2. To promptly pay on behalf of the Surety, and if the Surety makes a prior payment, to promptly reimburse the Surety for all incurred loss and expense of whatever kind including, but not limited to, investigation costs, interest, court costs, and attorney fees (hereinafter, the 'Loss') stemming from the Surety either furnishing the Bond or enforcing this Agreement.
3. To regard the Surety as entitled to prompt reimbursement for any payment it makes in the belief that either it is liable or payment is necessary.
4. To regard the Loss as proven when the Surety provides either originals or photocopies or either claim drafts or payment records kept in the ordinary course of business, including computer printouts as verified by affidavit.
5. To deposit with the Surety, when it demands, the amount of any reserve posted against such Loss. The Surety need only believe a potential liability exists for such Loss for the Surety to be deemed as acting in good faith when it posts the reserve and demands the deposit.
6. To permit the Surety's representatives to examine the assets and accompanying records as pledged to induce the Surety to furnish the Bond.
7. To grant the Surety the absolute discretionary right to obtain its release from the Bond. The Surety shall not be charged any damages sustained by the Indemnitors that may result.
8. Because the Surety may, at times participate with co-sureties, reinsurers, and other sureties, this Agreement shall insure to the benefit of such others as their interests may appear
9. The validity of this Agreement shall not be impaired by, the Surety shall incur no liability on account of, and the Indemnitors need not be notified of :
  - (a) The Surety furnishing the Bond and renewals thereof.
  - (b) Either the Surety's failure or its refusal to furnish the Bond.
  - (c) Either the Surety's consent or its failure to consent to changes in either the terms, provisions, the obligation of the Bond, or the obligation secured by the Bond.
  - (d) Either the taking, failing to take, or releasing of security, collateral, assignment, and the like as pertains to the Bond.
  - (e) The release by the Surety of any of the Indemnitors.
  - (f) Information which may come to the attention of the Surety which either affects or might affect either its rights and liabilities, those of the Indemnitors, or any one of them.

**WE HAVE READ THIS INDEMNITY AGREEMENT CAREFULLY AND CONSULTED AN ATTORNEY TO THE EXTENT WE BELIEVED NECESSARY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY MANNER LESSEN OUR OBLIGATIONS AS DESCRIBED HEREIN.**

#### IF PRINCIPAL IS:

**SOLE PROPRIETORSHIP, owner must sign as principal. Also the owner and spouse must sign individually.**  
**PARTNERSHIP, one authorized partner must sign for principal. Also all authorized partners and their spouses must sign individually.**  
**CORPORATION, President must sign for principal. Also stockholders of corporation owning 20% or more and their spouses must sign individually.**  
**LLC, the managing member must sign on behalf of the LLC. Also all authorized managers/members and their spouses must sign individually.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PRINCIPAL NAME: \_\_\_\_\_  
Type or Print Principal Name

\_\_\_\_\_ BY: \_\_\_\_\_  
Type or Print Name & Title Signature

\_\_\_\_\_  
 Type or Print Name of Individual Indemnitor

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

\_\_\_\_\_  
 Type or Print Name of Individual Indemnitor

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

\_\_\_\_\_  
 Type or Print Name of Individual Indemnitor

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

\_\_\_\_\_  
 Type or Print Name of Individual Indemnitor

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



# BONDS *Express*

1937 Teall Ave., Syracuse, NY 13206

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

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

American Safety Casualty  
Insurance Company  
1845 The Exchange  
Atlanta, GA 30339

**Toll Free: 800.388.3647**  
**Tel: 770.916.1908**  
**Fax: 770.955.8339**

[www.americansafetyinsurance.com](http://www.americansafetyinsurance.com)

## BID BOND REQUEST FORM

Agent:	Principal:
Address:	Address:
City, State, Zip:	City, State, Zip:
Phone: (     )                      Fax: (     )	Phone: (     )                      Fax: (     )

### SPECIFIC BID INFORMATION

Oblige's Full Legal Name:	Contact Name:
Mailing Address:	Contact Phone Number:
City, State, Zip:	
Job Name & Description:	
Location: City:                      State:                      Engineer's Estimate: \$                      Invitation No.:	
Bid Date & Time:                      Estimated Bid: \$                      Bid %:                      %                      Bond Amount: \$	
Est. Start Date:                      Completion Time (C.D. or W.D.)                      liquidated Damages: \$	
Percent to be Subcontracted:                      %                      Bond Form (if yes, attach):                      Riders (if yes, attach):	
Final Bond Requirements:                      Performance:                      %                      Payment:                      %                      Maintenance Period:                      years	

### SUPPLEMENTAL INFORMATION

WORK ON HAND	ESTIMATED JOB COST BREAKDOWN	AMOUNT:
DATE:	SUB-TRADES:	\$
WORK-IN-PROCESS (COST TO COMPLETE):		\$
LOW BIDS NOT AWARDED:		\$
NEW JOBS AWARDED:		\$
OUTSTANDING BIDS:		\$
WORK OFF SINCE SCHEDULE:	LABOR COST:	\$
PLUS NEW CONTRACT:	MATERIAL COST:	\$
TOTAL:	EQUIPMENT RENTAL:	\$
	OVERHEAD & PROFIT:	\$
	TOTAL:	\$

### CONDITIONS & APPROVAL

Authorization is subject to the following conditions (if none, write none):	APPROVAL	DATE:
1.	Recommended by:	
2.	Recommended by:	
3.	Approved by:	
4.	Approved by:	



**INSURANCE CARRIED**

Fidelity Bonds on Officers & Employees

Life \$

General Liability \$

Property \$

Other \$

IF NOT SUFFICIENT SPACE, ATTACH SEPARATE SCHEDULES

<b>A</b>  BANK DATA	Name and Location of Bank	Account Number	Amount of Deposit	In Whose Name	Owed to Bank	Date Due
<b>B</b>  STOCKS BONDS, ETC.	Name of Security	No. Shares	Par Value	Market Value	In Whose Name Registered	If Pledged, to Whom and for What Purpose
<b>C</b>  ACCOUNTS RECEIVABLE AND PAYABLE	From Whom Due	Amount	Date Due	To Whom Due	Amount	Date Due
<b>D</b>  NOTES RECEIVABLE AND PAYABLE	From Whom Due	Amount	Date Due	To Whom Due	Amount	Date Due
<b>E</b>  INVENTORY	Description				Cost Price	Market Value
<b>F</b>  EQUIPMENT	Description	Cost Price	Depreciation Charged Off	Book Value	Encumbrance	Amount Payable Monthly
<b>G</b>  REAL ESTATE	Location and Description	In Whose Name Is Title	Cost	Present Forced Sale Value	Amount of Mortgage	Name of Mortgagee
<b>H</b>  OTHER ASSETS AND LIABILITIES	Description of Other Assets	Amount	Description of Other Liabilities		Amount	

The undersigned furnishes the foregoing as a true and accurate statement of the undersigned's financial condition as of the date given. The Surety may furnish copies of the foregoing statement and any information which it has now or may hereinafter obtain, for the purpose of securing bonds, reinsurance or co-insurance.

Date Signed \_\_\_\_\_

**Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Spouse's Signature** \_\_\_\_\_

S.S. Number \_\_\_\_\_ Date of Birth \_\_\_\_\_ S.S. Number \_\_\_\_\_ Date of Birth \_\_\_\_\_