

# APPLICATION AND INDEMNITY AGREEMENT FOR A BUSINESS SERVICE SURETY BOND



Agency Name: \_\_\_\_\_ Agency Code: \_\_\_\_\_

Billing Method: Agency Billed  Direct Billed

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

Business Address: \_\_\_\_\_  
*Street Address* *City, State* *Zip Code*

Predominant nature of your business activity: \_\_\_\_\_

How long in this business? (Indicate Dates) \_\_\_\_\_

Bond Limit Requested? \$ \_\_\_\_\_ (\$100,000 MAXIMUM)

Number of Employees ≤ 25  Yes  No

1. Does the Applicant have any other Surety bonds or fidelity policies in force with any other Surety company?  No  Yes
2. Has another Surety company declined to write this or any previous bond or fidelity policy?  No  Yes
3. Have you ever had a bond or fidelity policy involuntarily terminated or cancelled?  No  Yes
4. Has there ever been a claim or legal action against any bond or fidelity policy executed on your behalf?  No  Yes
5. Do **you** or any of **your** companies have any pending lawsuits, unsatisfied judgments or liens?  No  Yes
6. Have **you** or any of **your** companies declared bankruptcy or become insolvent?  No  Yes
7. Have **you** or any of **your** companies been the subject of any legal or administrative proceedings resulting in disciplinary action?  No  Yes
8. Have **you** ever been convicted of a felony?  No  Yes

## Indemnity Agreement

**This application is not for a Fidelity Bond or Policy. I understand that I am primarily liable for any loss under this Bond.**

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal, procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or any of its affiliates, parent, subsidiaries, co-sureties, or re-insurers, (individually and collectively called "Hartford"), as Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Hartford as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until Hartford has received written legal evidence, satisfactory to Hartford, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree to indemnify Hartford and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by Hartford in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any claim or any such bond, which deposit may be held by Hartford as collateral security against any loss or cost on this bond.

Indemnitor(s) hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Hartford; (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Hartford may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

**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 AND DENIAL OF BENEFITS.**

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Individual  Partnership  C-Corp  LLC  \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_  
*Individual/Officer/Member/Partner*