



AMERICAN SURETY BONDS

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**Release of Lien Bond Application**

Please provide us with the following items to begin underwriting your Release of Lien Bond application:

1. **Completed Application**—to ensure a speedy approval, please be sure to complete the application in full and to follow the signature instructions at the bottom of the application.
2. **Overview of the Case**—please have your attorney provide us with a written synopsis of the case.
3. **Personal Financial Statement**—all owners, partners, stockholders or members of 5% or more must complete a statement.
4. **Corporate Financial Statement**—the statement must be completed by a CPA.
5. **Bond Form**—your attorney will provide you with the bond form.

*Note: Collateral in the form of an Irrevocable Letter of Credit (ILOC) may be a condition of approval. If so, American Surety Bonds will provide you with the proper format to be used (no substitutions will be accepted). The bank issuing the ILOC must be approved by the surety prior to acceptance of the instrument and release of the bond.*

**Business Information**

Business Name: \_\_\_\_\_  
Please provide exact business name listed on your bond.

Business Address: \_\_\_\_\_  
Please provide FULL and EXACT address to be listed on your bond.

Sole Proprietorship  Partnership  S Corp  C Corp  LLC EIN: \_\_\_\_\_

Effective Date of Business: \_\_\_\_\_ Year/State of Incorporation: \_\_\_\_\_

Estimated Net Worth of Business: \_\_\_\_\_ Website: \_\_\_\_\_

**Individual Information**

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

Home Address: \_\_\_\_\_  
Street Address Apartment/Unit # City State Zip Code

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Estimated Net Worth: \_\_\_\_\_  Married  Single  Divorced  Widow

**Contact Information**

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

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website: \_\_\_\_\_

**Bond Information**

Bond Amount: \_\_\_\_\_

Judge's Name: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Full Address of Court: \_\_\_\_\_

**Please Complete the Signature Section on the Following Page**

## Indemnity

I agree to indemnify \_\_\_\_\_ (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: 1) To pay Surety each premium or premiums due, until satisfactory evidence that Surety's Liability is terminated. 2) To pay Surety all sums demanded by surety to cover liability, claim, suit or judgment against the bond, including any legal fees and expenses. 3) To hold harmless and indemnify surety from any and all liability, damages, loss, costs, and expenses of every kind, including attorney fees, which may be sustained or incurred arising out of the execution, enforcement, procurement of release or other action involving the application and/or issuance of the bond. 4) To pay interest, at the highest legal rate allowed, in the event of any payment by surety, from the date such payments are made. 5) That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. 6) That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. 7) To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell collateral security to reimburse itself. 8) 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. 9) This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for. ASSIGNMENT- As security for the performance of Bonds of all the provisions of this Indemnity, the Undersigned hereby assign, transfer, pledge and convey to the Surety (effective as of the date of each such Bond or Bonds, but only in the event of a claim): A. All rights arising out of insurance policies, notes and accounts receivable, and chooses in action. POWER OF ATTORNEY-The undersigned hereby irrevocably nominate, constitute, appoint and designate the Surety or its designee as their attorney-in-fact with the power, but not the obligation, to exercise all of the rights assigned, transferred and set over to the Surety by the Undersigned in this Indemnity, and to make, execute and deliver any and all additional or other assignments, documents or papers, including but not limited to: the endorsement of checks or other instruments payable to any of the Undersigned deemed necessary and proper by the Surety in order to give full effect to the intent and meaning of the within assignment and for the full protection intended to be given to the Surety under all provisions of the Indemnity. The Undersigned hereby ratify and affirm all acts and actions taken by the Surety or its designee as attorney-in-fact.

## Signatures

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

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

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

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

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

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

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

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

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

### Instructions:

1. Sign once with your corporate title next to your signature (i.e., owner, president, managing member, etc.)
2. Sign again with the word "indemnitor" written in your own handwriting next to your signature.
3. All partners must sign in this way.
4. All spouses must also sign in the same manner putting the word "spouse" next to his or her first signature.