



AMERICAN SURETY BONDS

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**DOD CARRIER Bond Application**

**Bond Amount Needed:**      25,000.00      50,000.00      100,000.00

- 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.
- Corporate Financial Statement**—from the Corporation and any Affiliates
- Personal Financial Statement**—from all owners, partners, stockholders, members and their spouses.

**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: \_\_\_\_\_      MC Number: \_\_\_\_\_

Has any company refused to issue bonds for any purpose?    Yes    No

If yes, explain: \_\_\_\_\_

Has applicant ever failed in business?    Yes    No

If yes, explain: \_\_\_\_\_

Has applicant ever filed bankruptcy?    Yes    No

If yes, explain: \_\_\_\_\_

Do you have any liens, claims, or judgments against you?    Yes    No

If yes, explain: \_\_\_\_\_

**Owner Information**

List All Owners, Partners, Stockholders or Members

Name	Social Security Number	Title	Personal Net Worth
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Contact Information**

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

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

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

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

Statement of Assets & Liabilities			
ASSETS		LIABILITIES	
Cash in Banks.....	\$ _____	Notes Payable to Banks.....	\$ _____
Cash on Hand.....	\$ _____	Notes Payable to Others.....	\$ _____
Stocks & Bonds.....	\$ _____	Accounts Payable.....	\$ _____
Accounts & Notes Receivable .....	\$ _____	Federal & State Income Tax Due.....	\$ _____
Inventory.....	\$ _____	Other Taxes Due.....	\$ _____
Cash Value of Insurance.....	\$ _____	Accruals, Payrolls, Etc.....	\$ _____
Equipment.....	\$ _____	Due on Equipment.....	\$ _____
Real Estate.....	\$ _____	Due on Real Estate.....	\$ _____
Other Assets.....	\$ _____	Other Liabilities.....	\$ _____
		Capital Stock (if Corporation).....	\$ _____
		Surplus & Undivided Profits.....	\$ _____
		<b>Total Liabilities</b>	\$ _____
		<b>Net Worth</b>	\$ _____
<b>Total</b>	\$ _____	<b>Total</b>	\$ _____

**Reference Information**

Please list three references:

Name	Company	Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

How many continuous years has the applicant or owner of the business been bonded with a BMC-84 \$10,000 and/or had a trust account in place as security? \_\_\_\_\_

How many claims or paid claims has the Applicant had on the bond or trust account? \_\_\_\_\_  
 If any claims, in what year was the most recent? \_\_\_\_\_

Has the applicant or any owner of the business filed for bankruptcy? \_\_\_\_\_  
 If so, in what year? \_\_\_\_\_

What is the combined financial net worth of the applicant and owner as of the most calendar year? \_\_\_\_\_

- Whose contractual indemnity is being offered in consideration for the \$75,000 bond?
- Applicant (company)  Yes  No
  - All Individual Business Owner(s)  Yes  No
  - All Spouses of Individual Business Owner(s)  Yes  No
  - All Business Affiliates of the Applicant  Yes  No

**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 prim 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 Indemnitor

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

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

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

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

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

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.