**Application and Indemnity Agreement for**

**Misc. Surety Bonds**

**Instructions**

1. Complete this entire application truthfully. Knowingly providing false or misleading information, or concealing information for the purpose of misleading, means you are committing a fraudulent insurance act, which may be a crime.
2. Include last annual business financial statements, including notes and accountant’s report. If over six (6) months old, also include most current interim financial statements. Interim statements must be signed by a corporate officer attesting to their accuracy.
3. Obtaining a surety bond is similar to obtaining credit. Your application is subject to approval and may be denied. Completing the application does not guarantee your bond will be approved. Submit this application and all required attachments to Roanoke Underwriting, who will inform you of the decision on your application. If approved, you will be required to pay the first year’s premium and applicable fees for your bond before it will be filed with the obligee.

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| **Applicant (Principal) Information** |
| Applicant’s complete legal name |       |
| Trade name or DBA name (if applicable) |       |
| Tax ID/Social Security Number/Customs Importer Number |       | DUNS No. |       |
| Address |       | SCAC Code |       |
|  |       | License No. |       |
| Phone |       | Fax |       | Email |       |
| [ ]  Individual/Sole Proprietorship [ ]  Partnership [ ]  LLC [ ]  Corporation under the laws of  |       |
| Years in business\* |       | \* If less than two years, attach summary of business experience of Applicant & its officers/directors/members/partners/owners. |
| Names of prior surety(ies) |       |
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| Has Applicant (including any officer, director, member, partner, or owner thereof) ever filed for bankruptcy or reorganization? If yes, indicate type of filing, date of filing, and current status of filing. Note that, for the purposes of this question, “Applicant” includes the Principal named herein plus any affiliates and/or predecessor entities. (If Yes, attach explanation.) | [ ]  Yes [ ]  No |
| Has Applicant ever defaulted under any bond? (If Yes, attach explanation.) | [ ]  Yes [ ]  No |
| Are there any pending claims against any bond of Applicant? (If Yes, attach explanation.) | [ ]  Yes [ ]  No |
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| **Insurance Survey** Please include a copy of the declaration page for all coverages indicated below as carried.  |
| **Insurance Carried** |  |  |  |  |  |
| Errors & Omissions (Professional Liability) | [ ]  Yes [ ]  No |  | Workers’ Compensation  | [ ]  Yes [ ]  No |
| Commercial General Liability | [ ]  Yes [ ]  No |  | Marine Cargo (Shippers’ Interest) | [ ]  Yes [ ]  No |
| Commercial Property  | [ ]  Yes [ ]  No |  | Cargo Legal Liability | [ ]  Yes [ ]  No |
| Commercial Auto  | [ ]  Yes [ ]  No |  | Other Liability (e.g., D&O) | [ ]  Yes [ ]  No |
| Other: |  |  | Other: |  |
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| **Bond Information** |
| Please specify bond amounts and type(s) of bonds.  |  |  |
| Amount |       | Desired effective date(s) |       |
| Bond Type |       | Obligee |       |
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| **Acknowledgement of Applicant** Initial each item. |
|       | 1. Applicant agrees this application is subject to approval and that Roanoke Underwriting will inform Applicant of the decision on your application. Upon approval of this application, Applicant agrees to pay the first year’s premium and applicable fees prior to filing the bond(s) with the Obligee(s).
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|       | 1. Applicant agrees to immediately notify Roanoke Underwriting of any suit or claim against Applicant that may be recoverable under its bond.
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| **Agreement of Indemnity** |
| The undersigned Applicant and Indemnitors hereby request the sureties represented by Roanoke Underwriting (“Surety”) to become surety for the above bond(s). The undersigned hereby certify the truth of all statements in the application and attachments and jointly and severally agree: |
| 1. to pay the premiums and any applicable fees including continuations and/or renewals;
 |
| 1. to completely **INDEMNIFY** Surety against any and all liability, loss, costs, damages, fees of attorneys and other expenses which Surety may sustain or incur by reason of, or in consequence of the execution of such bond(s) and any renewal, continuation or successor(s) thereof;
2. to maintain such insurance coverages (including, but not necessarily limited to, errors & omissions) as may be specified by Surety as underwriting qualifications for the above bond(s)
 |
| 1. that Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon said bond(s) and its decision in good faith to make any payment shall be final and conclusive as to the fact and extent of the liability of the undersigned;
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| 1. upon demand by Surety, to deposit current funds with Surety in amount sufficient to satisfy any liability, claim asserted, suit or judgment by reason of suretyship; and
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| 1. that if said bond(s) is(are) cancellable, this agreement may be terminated by its third party Indemnitors as to subsequent liability, upon 45 days written notice given to Surety by Certified Mail by such Indemnitors and with written confirmation from Surety stating when such termination will take effect. Such notice to Surety shall be sent to Roanoke Underwriting, Attn: Surety MGU Unit at its corporate offices.
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| Dated this  |       | day of  |       | , |       |  |
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| If Applicant(s) is (are) an **INDIVIDUAL(S)**, sign here: |
|       |  |       |
| Witness (sign and print name)  |  | Individually (sign and print name)  |
|       |  |       |
| Witness (sign and print name)  |  | Individually (sign and print name)  |
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| If Applicant is a **PROPRIETORSHIP**, sign here: |
|       |
| Name of Proprietorship |  |  |
|       |  |       |
| Witness (sign and print name)  |  | Individually and as Proprietor (sign and print name)  |
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| If Applicant is a **PARTNERSHIP**, sign here: |  |  |
|       |
| Name of Partnership |  |  |
|       |  |       |
| Witness (sign and print name)  |  | Individually and as Partner (sign and print name)  |
|       |  |       |
| Witness *(sign and print name)*   |  | Individually and as Partner *(sign and print name)*   |
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| If Applicant is a **CORPORATION or LLC**, sign here: |  |  |
|       |
| Name of Corporation or LLC |  |  |
|       |  |  |
| Officer Name and Title  *(sign and print name)* / Member  |  | Officer Name and Title  *(sign and print name)* / Member  |
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| **Signatures of Indemnitors** |
| In consideration of the execution by Surety of the bond(s) herein applied for, the undersigned, jointly and severally, join in the foregoing Agreement of Indemnity. Each Indemnitor and Witness must sign and print his/her name. |
|       |  |       |
| Witness |  | Indemnitor |
|       |  |       |
| Witness |  | Indemnitor |
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| Witness |  | Indemnitor |
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