

# Instant Issue Bond Application

<b>1. AGENT/BROKER INFORMATION</b>	Agents/Broker Name	Phone #	FAX #
Address		City	State    Zip
<b>2. BOND INFORMATION</b>	Obligee	Effective Date	Type of Bond
		Bond Amount \$	Term on Bond One (1) Year Two (2) Year    Three (3) Year
<b>3. BUSINESS INFORMATION</b>	Company Name (Must be exactly as to appear on bond)		Business Phone
Company Address		City	State    Zip Code
		Proprietorship    Corporation Partnership    LLC	
<b>4. PERSONAL INFORMATION</b>	Individual's Name	Soc. Sec. #	Spouse's Name
Residence Address		City	State    Zip
Residence Phone	How Long at Residence? Yrs./Mos.	Ever Declare Bankruptcy? Yes    No	Pending or Prior IRS Liens Yes    No

<b>INDEMNIFICATION AGREEMENT</b>	<p><b>IMPORTANT! Signature Instructions</b> - The individual who completes this form must also sign the indemnity agreement below. If married, spouse must also sign; however, no missing signature shall invalidate this agreement. <b>Sole Proprietorship</b> - Owner must sign below. If married, spouse must also sign. <b>Partnership</b> - Partners are signing as authorized agents of the partnership and as individually liable indemnitors. If married, spouse must also sign. <b>Corporation or LLC</b> - If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. If married, spouse must also sign. <b>Complete a separate application for each owner, partner, stockholder or LLC member.</b></p>
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I request that Contractors Bonding and Insurance Company ("CBIC") execute a Bond and consider executing future Bonds for (Company Name) \_\_\_\_\_ \*\* ("Principal").

I make the following promises so that CBIC will execute a Bond and consider executing future Bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CBIC at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which CBIC is or may be made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CBIC in connection with any Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees; penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorneys' fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold CBIC harmless from all Loss and to pay back or reimburse CBIC for all Loss, plus interest thereon at the highest legal rate allowed by law from the date CBIC sustained the Loss until CBIC has been paid in full.
3. I agree to provide adequate collateral to CBIC in the event that CBIC is required or deems it necessary to establish a reserve for Loss for any Bond. The reserve for Loss may vary from time to time as CBIC deems necessary to protect itself from Loss. Cash collateral equal to the reserve for Loss shall be adequate. Other collateral shall be adequate if the net equity value of the collateral is equal to 166% of the reserve for Loss and the collateral is otherwise acceptable to CBIC. CBIC may insist upon cash collateral. Collateral may be held by CBIC until CBIC has determined it is no longer exposed to Loss as a matter of law, and CBIC may retain or sell collateral to reimburse itself for Loss. Specific performance of this paragraph shall be a remedy available to CBIC, and all procedures for executing on judgments may be used to enforce CBIC's decree(s) of specific performance. In the event that CBIC suffers a Loss, prior to being provided with collateral, CBIC may enforce any decree of specific performance, up to the amount of such decree, as a money judgment (in addition to any other judgments) to reimburse itself for such Loss without further notice or motion.
4. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
5. I agree 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.
6. I agree that CBIC may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
7. Unless a Bond specifically states (i) that it cannot be cancelled, or (ii) the manner in which notice of cancellation must be given, CBIC may cancel a Bond by mailing a notice of cancellation in the regular U.S. Mails to the obligee and to Principal, or Principal's representative, at the latest address provided to CBIC, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful governmental regulation specifically provides otherwise, cancellation shall be effective 30 days after CBIC deposits the requisite notice of cancellation in the U.S. Mails. I WAIVE ANY CLAIM AGAINST CBIC FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of CBIC on any Bond.
8. I agree that CBIC has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.
9. I agree that I CANNOT TERMINATE my LIABILITY to CBIC created by this agreement except by sending written notice of intent to terminate to CBIC. Written notice to terminate shall be sent to CBIC at its home office, 1213 Valley Street, P.O. Box 9271, Seattle, WA 98109-0271. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by CBIC, but only for Bonds signed or committed to by CBIC after the effective date. Thus, I agree that I will REMAIN LIABLE to CBIC for LOSS on BONDS SIGNED OR COMMITTED TO BY CBIC PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
10. I agree that CBIC can bring any legal action arising out of or in any way related to any Bond or this agreement in Los Angeles County, California, and that California law shall apply where CBIC makes such election.
11. I agree that CBIC shall have the right to fill in any blanks left herein and to correct any errors made by me in filling in any blanks.
12. I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.

Date	Company Name (PRINT)		
Indemnitor's Signature* <b>X</b>	Indemnitor's Name (PRINT)		
Spouse Indemnitor's Signature* <b>X</b>	Spouse Indemnitor's Name (PRINT)		

\*Each indemnitor and spouse is signing in his and her individual capacity and also in his and her capacity as an owner and/or officer and/or stockholder and/or partner and/or joint venturer and/or LLC and/or manager.  
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