

XPRESS CONTRACT APPLICATION

CONTRACTOR INFORMATION

- Corporation Proprietorship Partnership
 LLC LLP Other

Principal/Company: _____
 Address: _____ Phone Number: _____
(Street, City, State, Zip)
 Year Company Started: _____ Operations Under Current Management Since: _____ Net Worth: \$ _____
 Type of Construction Performed: _____ Operating Territory: _____
 Largest Completed Contract: Price: \$ _____ Gross Profit: \$ _____ Year Completed: _____
 Description: _____
 Total Current Work On Hand: Number of Jobs: _____ Estimated Cost to Complete: \$ _____

- Has the company ever failed to complete a contract? Yes No
 - Has the company, any stockholder, owner, partner or any affiliate ever filed for bankruptcy or been placed in receivership? Yes No
 - Are there any liens filed against the company's or related entity's projects? Yes No
 - Are you involved in any litigation? Yes No
 - Has the company, any officer, owner or partner been in claim with a surety? Yes No
- Explain all "Yes" answers: _____

OWNER / INDEMNITOR INFORMATION

Provide Information on all Owners and their respective spouses:

Name	Address (No P.O. Boxes)	Social Security #	Net Worth	% of Ownership	Years in Construction	Title
Owner:						
Spouse:						
Owner:						
Spouse:						

(If All Owners not listed, please attach additional application.)

CONTRACT INFORMATION

Job Description: _____
 Estimated Bid Price/Contract Price: \$ _____ Bid Date: _____ Anticipated Start Date: _____
 Time For Completion: _____ Liquidated Damages: \$ _____ Warranty Period: _____
 Bid Results: 1) _____ / \$ _____ 2) _____ / \$ _____ 3) _____ / \$ _____

Name Amount
Name Amount
Name Amount
 Obligee/Owner: _____
 Address: _____
(Street, City, State, Zip)

BOND INFORMATION

Required Bid Bond Amount or Percentage: _____ Required Performance Bond Amount or Percentage: _____
 Required Payment Bond Amount or Percentage: _____ Required Maintenance Bond Amount or Percentage: _____
 Required Bond Forms: _____

AGENCY INFORMATION

Agency Name: _____ Agency Code: _____
 Producer: _____ Length of Agency Relationship with Account: _____
 Agency Recommendation: _____

The Insco/Dico Group
 Milestone Tower, 5613 DTC Parkway, Suite 825, Greenwood Village, CO 80111
 Phone: (303) 768-9365 Toll Free: (800) 741-0432
 Fax: (303) 768-9165

INDEMNITY AGREEMENT - READ CAREFULLY

By signing this Indemnity Agreement ("Agreement") principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce Developers Surety and Indemnity Company and/or Indemnity Company of California (hereinafter "Surety") to issue any and all bonds on behalf of principal or other Indemnitor (collectively "Bonds"). The term Bonds includes any bond issued before, on or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Each Indemnitor further affirms that he, she or it understands that Bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorneys fees, costs and expenses of every kind and nature which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, or modifications.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the surety attesting to the Loss shall be **prima facie** evidence of the Loss.
4. If Surety establishes a reserve account the Indemnitors shall immediately upon demand provide Surety with acceptable collateral equal to the reserve set and any future reserve increases, whether or not Surety has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual and potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety Indemnitors, upon Surety's declaration of principal's default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts or accounts receivable in which Indemnitors have any interest; and all subcontracts under the Obligation.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Upon submission of the Application and until full satisfactory performance of the Obligation and exoneration of the Bonds, Surety may freely access, examine, copy, and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction.
9. Each Indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under the Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.
10. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
11. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
12. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original.
13. This Agreement is a continuing obligation and may not be terminated for past or present bonds. Indemnitors may, however, terminate obligations as to future bonds by providing the Surety with a minimum of 30 days written notice mailed to: P.O. Box 19725, Irvine, CA 92623, via certified mail, return receipt requested.
14. As consideration for Surety's execution of the Bonds applied for, each Indemnitor jointly and severally agrees to be bound by all of the terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation.

WARNING

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF FRAUDULY OR ATTEMPTING TO FRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF FRAUDULY OR ATTEMPTING TO FRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES. SECTION 1-01-127(1) COLORADO REVISED STATUTES.

Signed this _____ day of _____, _____. **Principal/Company Name (Print):** _____

Print Authorized Signatory's Name and Title here: _____ **Signature X** _____

Indemnitors:

Signature X _____ **Signature X** _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

Signature X _____ **Signature X** _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

Signature X _____ **Signature X** _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

Signature X _____ **Signature X** _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

Signature X _____ **Signature X** _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____