

# Northeast Agencies National Bond Program (31-21688)

## An Allstate Commercial Expanded Market Program



Form 10

### APPLICATION FOR BOND—ANY KIND

- Section  
 Public Official ..... 1  
 Fidelity ..... 2  
 Probate ..... 3  
 Referee, Receiver, etc. .... 4  
 Court ..... 5  
 License ..... 6  
 Lost Securities ..... 7

- Individual   
 Partnership   
 Corporation   
 Limited Liability Company   
 Limited Liability Partnership

The submission of this application by the Applicant and its owners is authorization to the Company to obtain a credit report on the Applicant and its owners. The Company reserves all rights and legal duties associated with this application and any and all bonds issued as a result; including, but not limited to the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding on the Applicant and its owners. This Agreement shall be in addition to and not in lieu of or in replacement of all other indemnity agreements.

|   |                      |   |                |               |                   |                 |   |
|---|----------------------|---|----------------|---------------|-------------------|-----------------|---|
| Applicant Name (Exactly as shown on License or Bond) Please print or type |                      |   |                |               | Social Security # | Date of Birth   | Married <input type="checkbox"/><br>Single <input type="checkbox"/> |
| Residence Address (Street and Number)                                     | (City)               | (State)   | (Zip)          | (Telephone #) | (Fax #)           | (Email Address) |   |
| Business Address (Street and Number)                                      | (City)               | (State)   | (Zip)          | (Telephone #) | (Fax #)           | (Email Address) |   |
| Occupation or Business  | How long so engaged? | Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change. |                |               |                   |                 |   |
| Type of Bond  | Amount of Bond \$    |   | Effective Date |               |                   |                 |   |
| Complete Name and Address of Obligee                                      |                      |   |                |               |                   |                 |   |

**FINANCIAL STATEMENT** as of \_\_\_\_\_ Check applicable section on the reverse side to see whether a financial statement is necessary.  
 Check one:  Business Financial Statement  Personal Financial Statement

| ASSETS                                 |  |  | LIABILITIES                              |  |  |
|--|--|--|--|--|--|
| Cash (List Banks) _____                |  |  | Accounts Payable _____                   |  |  |
| Stocks + Bonds — Describe _____        |  |  | Taxes due & accrued _____                |  |  |
| Notes Receivable — Describe _____      |  |  | Notes Payable to Bank _____              |  |  |
| Merchandise or Material in Stock _____ |  |  | Notes Payable to Others (Describe) _____ |  |  |
| Accounts Receivable _____              |  |  | Mortgage on Real Estate _____ A          |  |  |
| Real Estate, Homestead _____ A         |  |  | Mortgage on Real Estate _____ B          |  |  |
| Real Estate, Investment _____ B        |  |  | Other Liabilities — Describe _____       |  |  |
| Furniture and Fixtures _____           |  |  | <b>TOTAL LIABILITIES</b>                 |  |  |
| Other Assets - Describe _____          |  |  | Capital Stock (Paid in) _____            |  |  |
| <b>TOTAL ASSETS</b>                    |  |  | <b>NET WORTH OR SURPLUS</b>              |  |  |
|  |  |  | <b>TOTAL Liabilities and Net Worth</b>   |  |  |

Gross Sales - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_ Net Income - Two Years Ago \_\_\_\_\_ Last Year \_\_\_\_\_

### INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned applicant and indemnitors hereby represent and warrant: (a) they have a substantial, material, and/or beneficial interest in obtaining bonds; (b) all information provided to the Company is true, accurate and complete; and (c) they hold the title shown with their signature and that they are authorized by the business entity to execute this document. The undersigned applicant and indemnitors authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
- (10) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

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

Agency \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_ Street

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agent's Code \_\_\_\_\_

\_\_\_\_\_  
 Signature & Business/Corporate Title

\_\_\_\_\_  
 "Indemnitor"

\_\_\_\_\_  
 "Indemnitor"

Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe *John Doe* "Indemnitor"

### AGENT'S RECOMMENDATION

Tell us what you know and think of the applicant. \_\_\_\_\_

**IMPORTANT NOTICE**

Please discuss with the applicant the potential use of personal credit history to facilitate the underwriting review process.

**INTERNAL CONTROL**

**DATA**

COMPLETE FOR ALL FIDELITY SUBMISSIONS OR FOR PUBLIC OFFICIAL OVER \$150,000.

**PUBLIC OFFICIAL BOND**

NO FINANCIAL STATEMENT NECESSARY, APPLICANT SIGN APPLICATION OVER \$100,000, INTERNAL CONTROL DATA SECTION OVER \$150,000.

|   |  |   |
|---|--|---|
| Will Applicant Sign Checks? <input type="checkbox"/> Yes <input type="checkbox"/> No  | Is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>By Whom? | Regular Audits? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>By Whom?                  |
| Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No | Applicant's Net Worth: \$  | Ever Discharged From any employment? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Why? |

|               |  |       |                 |  |
|---------------|--|-------|-----------------|--|
| Net Worth: \$ | Elected <input type="checkbox"/><br>Appointed <input type="checkbox"/> | Date: | Term of Office: | Premium will be paid:<br><input type="checkbox"/> Annually? <input type="checkbox"/> for term? |
|---------------|--|-------|-----------------|--|

|                                     |  |
|-------------------------------------|--|
| Title of Position                   | Main Sources of Organization's Funding |
| Purpose or Function of Organization |  |

**1**

**2**

**FIDELITY BOND**

NO FINANCIAL STATEMENT NECESSARY. COMPLETE INTERNAL CONTROL DATA.

|                         |               |   |  |
|-------------------------|---------------|---|--|
| Name of deceased (Ward) | Date of death | Date of appointment (If over 6 months, please explain delay.) | Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain on an attached sheet.) |
|-------------------------|---------------|---|--|

**3**

**PROBATE BOND**

NO FINANCIAL STATEMENT NECESSARY. HAVE APPLICANT SIGN THIS APPLICATION.

Has applicant had prior possession of estate assets (i.e. Power of Attorney, bank accounts, etc.)?  Yes  No If yes, please explain.

|   |             |
|---|-------------|
| Name and address of attorney (If none, do not write the bond; submit it to our underwriters.) | Telephone # |
|---|-------------|

|  |                                      |
|--|--------------------------------------|
| Will the attorney remain involved throughout the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No | Assets of estate or trust (describe) |
|--|--------------------------------------|

|  |  |                           |
|--|--|---------------------------|
| Name, age, and health status of <input type="checkbox"/> minor(s) <input type="checkbox"/> incompetent | Applicant's relationship to <input type="checkbox"/> deceased <input type="checkbox"/> ward(s) | Applicant's net worth: \$ |
|--|--|---------------------------|

|  |  |
|--|--|
| Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximately how much per month? _____<br>(Please send copy of court order authorizing monthly expenditures.) | What is the source of the guardianship funds? (If an insurance settlement, do not execute the bond; instead refer it to an underwriter.) |
|--|--|

|                                   |   |
|-----------------------------------|---|
| Who are the heirs of this estate? | Has anyone objected to the applicant's appointment as fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|-----------------------------------|---|

|   |  |
|---|--|
| Will any going business of the estate be continued or operated by fiduciary? (If yes, send a copy of court order.) <input type="checkbox"/> Yes <input type="checkbox"/> No | Is this bond required on the demand of an interested person? <input type="checkbox"/> Yes <input type="checkbox"/> No Who? |
|---|--|

Name and address of court:

What is the applicant's experience in handling fiduciary responsibilities?

**4**

REFEREE'S  
 RECEIVER'S  
 TRUSTEE'S  
**BOND**

NO FINANCIAL STATEMENT NECESSARY. HAVE APPLICANT SIGN THIS APPLICATION.

|           |  |
|-----------|--|
| Plaintiff | Name and address of applicant's attorney |
|-----------|--|

|           |                            |                           |
|-----------|----------------------------|---------------------------|
| Defendant | Name and location of Court | Applicant's net worth: \$ |
|-----------|----------------------------|---------------------------|

**5**

**COURT BOND OTHER THAN 3 AND 4**

HAVE APPLICANT SIGN THIS APPLICATION.

|                            |                   |
|----------------------------|-------------------|
| Name and location of Court | Name of Defendant |
|----------------------------|-------------------|

|                              |  |
|------------------------------|--|
| Name and address of attorney | If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action against him? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, submit for underwriting. |
|------------------------------|--|

Explain purpose of bond (submit copy of relevant documents)

**6**

**LICENSE AND PERMIT BOND**

HAVE APPLICANT SIGN THIS APPLICATION.

|               |   |  |
|---------------|---|--|
| Net worth: \$ | General liability insurance carried? (Give limits) <input type="checkbox"/> Yes <input type="checkbox"/> No | State license number assigned to applicant, if applicable: # |
|---------------|---|--|

|   |                    |  |
|---|--------------------|--|
| Serial Number and description (Please submit a copy or sample of the form it was on.) | Date of instrument | Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If not, who is it payable to? |
|---|--------------------|--|

**7**

**LOST SECURITIES**  
PLEASE HAVE APPLICANT SIGN THIS APPLICATION.

|   |                         |   |
|---|-------------------------|---|
| Are securities endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No | Describe manner of loss | Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>When? To Whom? |
|---|-------------------------|---|

|                               |   |   |
|-------------------------------|---|---|
| If registered, in whose name? | If a check, has payment been stopped? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, when? | If a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|-------------------------------|---|---|

**CERTIFICATE OF TITLE BOND**

HAVE APPLICANT SIGN THIS APPLICATION.

|              |               |              |             |
|--------------|---------------|--------------|-------------|
| Vehicle Make | Vehicle Model | Vehicle Year | Vehicle VIN |
|--------------|---------------|--------------|-------------|

Is there a lien or lien holder?  Yes  No If yes, list and explain.

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