



Application Number: _____

For Office Use Only _____

COURT BOND APPLICATION

- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

Applicant (For partnership, give full names of partners and trade names) Please print or type		Social Security #	Age	Married <input type="checkbox"/> Single <input type="checkbox"/>
Residence Address (Street and Number) (City) (State) (Zip) (Telephone #)				
Business Address (Street and Number) (City) (State) (Zip) (Telephone #)				
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				

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

NO FINANCIAL STATEMENT NECESSARY.
HAVE APPLICANT SIGN THIS APPLICATION.

**COURT BOND
OTHER THAN
ABOVE**

FINANCIAL STATEMENT(S) NECESSARY.
HAVE APPLICANT SIGN THIS APPLICATION.

Plaintiff	Name and address of principal's attorney	
Defendant	Name and location of Court	Applicant's net worth: \$

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)	

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 or any affiliated company (with such company/companies referred to herein as the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report 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 the usual premiums, including renewal premiums, 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 applicant, 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. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of 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.
- (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 cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57104, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant.
- (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 _____
Agent's Code _____

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

ATTORNEY'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _____

AGENT: Check here if this correspondence was previously faxed or sent to CNA Surety.