

# Important

## Commercial Surety Application

### License & Permit/Miscellaneous

#### Instruction Sheet

We have created an instruction sheet to assist you in completing this application. Please refer to this sheet before sending the Commercial Surety Application back to The Hartford. It will help avoid any delays in processing your application due to missing information.

1. Please complete page 1 in its entirety. (Some commonly overlooked items include producer code, producer of record, year established, date of bond, and obligee information)
2. The final page is the *Indemnity Agreement*. A checklist of 4 questions will help remind you of the key items that need to be addressed:
  - **Did you date the form (directly above the signatures)?**
  - **If the applicant is a Corporation, Partnership or LLC, is the respective name entered with the corresponding signature of the President (or authorized officer) immediately below? (Seals should be used, as appropriate)**
  - **If the applicant is an individual, did he/she sign the form and provide his/her Social Security Number?**
  - **Did a witness sign the form attesting to the authenticity of the Indemnitors' signature?**

**Please note that a properly executed app (signed, witnessed and dated) will be needed for bond issuance.**

**Signed application can be faxed to: 877-257-2166. You can also find your local regional office or dedicated Bond Center team here: <http://www.hartfordbond.com/hbportal/contact.html>**

**You can also send original application with signatures to the following address for filing:**

**National Surety & Fidelity Office  
P.O. Box 958461  
Lake Mary, FL 32795**

# License & Permit/Miscellaneous

## Commercial Surety Application



**Complete this application in its entirety.**  
**Application must be SIGNED, WITNESSED and DATED.**

### General Information Questions

Type of Bond (describe purpose) \_\_\_\_\_  
 (Attach a copy of the bond form, if available)

**NEGPUGF PRODUCER (required):** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

RO/Agency Code: \_\_\_\_\_ Sub Producer Code: \_\_\_\_\_ Bond Number: \_\_\_\_\_

Agency City: \_\_\_\_\_ Agency State: \_\_\_\_\_

**Bond Amount:** \$ \_\_\_\_\_ **Effective Date of Bond:** \_\_\_\_\_ **Bond Term, if known:** \_\_\_\_\_  
 # of years

Applicant is: (select one)     Individual     Partnership     C-Corp     S-Corp     LLC     \_\_\_\_\_

**Applicant (Principal):** \_\_\_\_\_

Name to appear on Bond, if different from Applicant: \_\_\_\_\_

Applicant's Business Address: \_\_\_\_\_

Applicant's Business Description or Latest Occupation: \_\_\_\_\_

Number of Years in Business: \_\_\_\_\_

SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_ U.S. Citizen?     No     Yes

Business Phone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Email : \_\_\_\_\_

**Obligee – party requiring the bond (required):** \_\_\_\_\_

Obligee Address: \_\_\_\_\_

**Billing Method:**     Agency Bill     Direct Billed – full payment     Direct Bill TABS Account

Billing Address,     Agency Bill'y kj 'F kt gev'Dkri'cv'Tgpgy cn    TABS Account #: \_\_\_\_\_  
 if different from Applicant's Address: \_\_\_\_\_

### Underwriting Questions

Does the Applicant have any other Surety bonds in force with any other Surety company? .....  No     Yes

Has another Surety company declined to write this or any previous bond? .....  No     Yes

Have you ever had a bond involuntarily terminated or cancelled? .....  No     Yes

Has there ever been a claim or legal action against any bond executed on your behalf ?.....  No     Yes

Do **you** or any of **your** companies have any pending lawsuits, unsatisfied judgments or liens? .....  No     Yes

Have **you** or any of **your** companies declared bankruptcy or become insolvent? .....  No     Yes

Have **you** or any of **your** companies been the subject of any legal or administrative proceedings resulting in disciplinary action? .....  No     Yes

Have **you** ever been convicted of a felony? .....  No     Yes

**(If you answered Yes to any of the above questions, please attach a detailed explanation.)**

Has the Applicant continuously been in business under the current name and ownership for at least three years?  No     Yes

Does the bond guarantee the performance of a *specific* contract or agreement? .....  No     Yes  
 If Yes, attach a copy of the contract or agreement.     copy attached

Does the bond cover any type of environmental or pollution exposure? .....  No     Yes

Does the bond guarantee the payment of taxes, fees, wages or payment of any type? .....  No     Yes

Is the applicant a member of an association?.....  No     Yes

If Yes, print the name of the association: \_\_\_\_\_

## Indemnity Agreement

### Indemnity Agreement (“Agreement”)

In consideration of Hartford Fire Insurance Company or any of its direct or indirect insurance company affiliates or subsidiaries, including co-sureties or reinsurers (“Hartford”) Underwriting Bonds, the Undersigned hereby agree as follows:

- (1) Definitions:
  - (a) “Underwriting” or “Underwrite” shall mean all manner of reviewing, furnishing, issuing, procuring, analyzing, assuming, executing, considering, renewing, extending, altering, modifying, participating in, or continuing any Bond.
  - (b) “Bond” or “Bonds” shall mean all contracts of suretyship, guarantees, obligations and undertakings including riders, renewals, continuations, endorsements, changes and modifications.
  - (c) “Loss” means claim payments, attorney fees, consultant fees, court costs, professional fees, mediation or arbitration fees, expert witness fees, travel expenses, unpaid premiums, and amounts advanced or guaranteed by Hartford on behalf of an Indemnitor and interest on all amounts paid at the maximum statutory rate from the date of payment.
  - (d) “Claim” means any claim, demand, notice, lawsuit, arbitration proceeding, regulatory proceeding, subpoena, or request for information related to: (i) any Bond; (ii) any Underwriting activity; (iii) any Indemnitor; or (iv) any Principal.
- (2) The Applicant and Indemnitor(s) (individually and collectively referred to hereinafter as “Indemnitors”) hereby certify that the foregoing declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing Hartford, as surety, to Underwrite Bonds.
- (3) Indemnitors hereby expressly authorize Hartford to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) to verify information supplied to Hartford; (b) for Underwriting purposes; and (c) upon receipt of a claim or potential claim, or for debt collection. Hartford may furnish copies of any and all documents and information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for any purpose.
- (4) Indemnitors shall pay the premiums and renewal premiums for each Bond until Indemnitors provide evidence satisfactory to Hartford that Hartford has been discharged or released from all liability under the Bond.
- (5) Indemnitors agree to exonerate, indemnify and hold Hartford harmless from any and all Loss and/or Claim. Indemnitors hereby agree to deposit upon demand with Hartford an amount sufficient to discharge any Loss, any Claim on any Bond, which deposit may be held by Hartford as collateral security against any Loss, Claim or liability.
- (6) Hartford shall have the absolute and unconditional right and is authorized but not required to pay, perform, adjust, settle, compromise, deny, dispute, litigate, appeal, or otherwise resolve any Claim or pay any Loss in connection with any Bond. Hartford’s decision shall be final, binding, and conclusive on Indemnitors.
- (7) Indemnitors agree that any Oblige on any Bond is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by Hartford in its investigation of any claim. Indemnitors irrevocably appoint Hartford as their attorney-in-fact with the right, but not the obligation, to exercise all rights and to create, execute and deliver any documents in the name of Indemnitors and perform all other actions deemed necessary by Hartford to secure all rights provided under this Agreement or at law.
- (8) This is a continuous Agreement and shall remain in full force and effect notwithstanding that the business for which a Bond has been Underwritten has been sold, dissolved or otherwise disposed of by Indemnitors.
- (9) An electronic, facsimile, or other copy of this document, however stored or reproduced, shall be deemed an original for any and all purposes.

Each of the undersigned affirms to Hartford that he or she has read and understands this Agreement and understands the transaction(s) to which this Agreement applies. Each of the undersigned hereby represents, warrants and affirms to Hartford that he or she is aware of all the documents which establish the rights and govern the affairs and authority of the entity on whose behalf he or she signs this Agreement and is duly authorized and empowered by the entity for which he or she signs to execute this Agreement, to affix the corporate seal to such Agreement and to bind the entity to all of the obligations, terms and conditions of this Agreement.

WITNESS the following signature(s) and seal(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ . ←

If Indemntor is a PARTNERSHIP , CORPORATION or LLC:

Witness

Name of Firm/Corporation

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Seal)

Signature: \_\_\_\_\_

Printed Title \_\_\_\_\_

Signature \_\_\_\_\_

Witness

Name of Firm/Corporation

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Seal)

Signature: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Signature: \_\_\_\_\_

If Indemntor is INDIVIDUAL (need Social Security)

Witness

Indemntor signature

Signature: \_\_\_\_\_

Printed name \_\_\_\_\_

Print name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

If Indemntor is INDIVIDUAL (need Social Security)

Witness

Indemntor signature

Signature: \_\_\_\_\_

Printed name \_\_\_\_\_

Print name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

If Indemntor is INDIVIDUAL (need Social Security)

Witness

Indemntor signature

Signature: \_\_\_\_\_

Printed name \_\_\_\_\_

Print name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Reminder – Please make sure the application has been SIGNED, WITNESSED and DATED in the appropriate areas.

## **CALIFORNIA NOTICE**

California Notice: The Hartford may charge a fee if this bond or policy is cancelled before the end of its term. The fee can range between 5% to 100% of the pro rata unearned premium. Please refer to the terms and conditions stated in the policy or bond. This notice does not apply to cancellations initiated by The Hartford.