

Premium
Requested:

- ☐ 1 yr
☐ 2 yrs
☐ 3 yrs

CNA SURETY

Form 10-E

EASY APPLICATION FOR BONDS

(Application Number)

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

PLEASE PRINT OR TYPE.

Applicant(s) - Individual, partners, or corporate owner(s). List the principal owner first. Attach additional Form 10-E's and cross reference if more than three owners. **EACH MUST SIGN AT BOTTOM RIGHT.**

1. Name _____

Residence Address _____

Telephone # _____ ☐ Single

Social Security No. _____ ☐ Married (spouse must

Date of Birth: _____ sign at bottom right.)

Does this applicant own real estate? ☐ Yes ☐ No

2. Name _____

Residence Address _____

Telephone # _____ ☐ Single

Social Security No. _____ ☐ Married (spouse must

Date of Birth: _____ sign at bottom right.)

Does this applicant own real estate? ☐ Yes ☐ No

3. Name _____

Residence Address _____

Telephone # _____ ☐ Single

Social Security No. _____ ☐ Married (spouse must

Date of Birth: _____ sign at bottom right.)

Does this applicant own real estate? ☐ Yes ☐ No

Business or Corporate Name:

Business Address _____

Telephone # _____

Number of Years
in this Business:

Number of Years
Licensed:

Type of Bond
Requested:

Amount of Bond:
\$

License No.

Effective date:

Entity requiring this bond (and address):

Agent's recommendation/additional comments:

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.

Agency _____

Address _____

Street

City

State

Zip

Agent's Code _____

Signed this _____ day of _____, _____

Signature & Business/Corporate Title

"Indemnitor"

"Indemnitor"

"Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor".
See Guidelines on reverse side.

CNA SURETY

Guidelines for Signing a Form 10-E Easy Application for Bonds

We have examples showing five ways to sign an application.

1. Individual or Sole Proprietorship.

Signed this <u>4th</u> day of <u>September</u> , <u>2003</u>	
Signature & Business/Corporate Title	
<u>John Doe</u>	"Indemnitor"
<u>Jane Doe</u>	"Indemnitor"
	"Indemnitor"
NOTE: Personal indemnitors should sign their names before the word "indemnitor".	

The individual or sole owner and spouse should sign at the bottom of the application before the word "Indemnitor".

2. Partnership.

Signed this <u>4th</u> day of <u>September</u> , <u>2003</u>	
Signature & Business/Corporate Title	
<u>John Doe</u>	"Indemnitor"
<u>James Doe</u>	"Indemnitor"
<u>Jane Doe</u>	"Indemnitor"
<u>Ann Doe, Indemnitor</u>	
NOTE: Personal indemnitors should sign their names before the word "indemnitor".	

Each partner and his or her spouse should sign at the bottom of the application before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting.

3. Corporation.

Signed this <u>4th</u> day of <u>September</u> , <u>2003</u>	
Signature & Business/Corporate Title	
<u>John Doe, President</u>	"Indemnitor"
<u>John Doe</u>	"Indemnitor"
<u>James Doe</u>	"Indemnitor"
<u>Jane Doe</u>	"Indemnitor"
<u>* Ann Doe, Indemnitor</u>	
NOTE: Personal indemnitors should sign their names before the word "indemnitor".	

An officer should first sign on behalf of the corporation (indicating his/her corporate title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other owners should also sign as personal indemnitors before the word "Indemnitor" on each line. In most cases, the owners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting.

* In most cases, the owners' spouses may also need to sign.

4. Limited Liability Company or Partnership.

Signed this <u>4th</u> day of <u>September</u> , <u>2003</u>	
Signature & Business/Corporate Title	
<u>John Doe, Manager</u>	"Indemnitor"
<u>John Doe</u>	"Indemnitor"
<u>James Doe</u>	"Indemnitor"
<u>Jane Doe</u>	"Indemnitor"
<u>* Ann Doe, Indemnitor</u>	
NOTE: Personal indemnitors should sign their names before the word "indemnitor".	

An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other members/owners/partners should also sign as personal indemnitors before the word "Indemnitor" on each line. In most cases the members'/owners'/partners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting.

* In most cases, the members'/owners'/partners' spouses may also need to sign.

5. Outside Indemnity (Relatives, Friends).

Signed this <u>4th</u> day of <u>September</u> , <u>2003</u>	
Signature & Business/Corporate Title	
<u>John Doe</u>	"Indemnitor"
<u>Jane Doe</u>	"Indemnitor"
<u>John Henry</u>	"Indemnitor"
<u>Joseph Smith, Indemnitor</u>	
NOTE: Personal indemnitors should sign their names before the word "indemnitor".	

When outside indemnity is required, the proposed indemnitors should sign at the bottom of the application below the applicants' signatures before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.