



# Commercial Surety Application and Indemnity Agreement

Liberty Mutual Insurance Company  
 \_\_\_\_\_

Applicant's Full Name (if partnership, give names of partners, trade name):  Individual  Partnership/LP  Corporation  LLC

SSN or TIN: \_\_\_\_\_

Business Address: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Years in business: \_\_\_\_\_

Are you a U. S. Citizen?  Yes  No: What is your residency status? \_\_\_\_\_

Have you or any partners been bankrupt or insolvent?  Yes: Provide explanation on Application Supplement  No

Are there any lawsuits, judgments, or liens outstanding against applicant?  Yes: Provide explanation on Application Supplement  No

TYPE OF BOND REQUIRED: \_\_\_\_\_ Bond Amount \_\_\_\_\_

Obligee's full name and address: \_\_\_\_\_

Has application for this bond been declined by another Surety?  Yes: provide explanation on Application Supplement  No

Prior Surety  Yes: give name and reason for change: \_\_\_\_\_  No

### License/Permit Bond

Net Worth: \_\_\_\_\_ General liability insurance carried?  Yes: Limits and Company: \_\_\_\_\_  No  
Property damage insurance carried?  Yes: Limits and Company: \_\_\_\_\_  No

TYPE OF LICENSE/PERMIT BOND REQUIRED: \_\_\_\_\_ Bond Amount: \_\_\_\_\_

Obligee's full name and address: \_\_\_\_\_

TYPE OF LICENSE/PERMIT BOND REQUIRED: \_\_\_\_\_ Bond Amount: \_\_\_\_\_

Obligee's full name and address: \_\_\_\_\_

Has application for either of the listed bonds has been declined by another Surety?  
 Yes: provide explanation on Application Supplement  No

Was there a prior Surety on either bond?  Yes: Provide name and reason for change on Application Supplement  No

### Lost Securities Bond

**(\*\*ATTACH TRANSFER AGENT'S REPLACEMENT PROCEDURES\*\*)**

Type of security and registration number \_\_\_\_\_ Date of instrument \_\_\_\_\_

Payable to applicant only?  Yes  No: to whom is it payable: \_\_\_\_\_

Are securities endorsed?  Yes: how: \_\_\_\_\_  No

Has notice of loss been given?  Yes: When and, to whom: \_\_\_\_\_  No

Describe manner of loss: \_\_\_\_\_

If registered, in whose name: \_\_\_\_\_

If a check, has payment been stopped?  Yes: when? \_\_\_\_\_  No

If deed of trust or note, has either been involved in a lawsuit?  Yes  No Was a judgment obtained?  Yes  No

### Court Bond and Receiver/Trustee Bond **(\*\*ATTACH COPY OF INITIAL PLEADING AND OTHER RELEVANT DOCUMENTS\*\*)**

Explain Bond Purpose: \_\_\_\_\_

Case Name, Court and Docket Number: \_\_\_\_\_

Name and address of Principal's Attorney: \_\_\_\_\_

If an injunction or restraining order bond, does applicant anticipate foreclosure or collection action against him?  Yes  No

Name and address of bankrupt (debtor) \_\_\_\_\_

Nature of debtor's business \_\_\_\_\_

Agency Name \_\_\_\_\_ Code: \_\_\_\_\_

Agency Address \_\_\_\_\_

Agent's Recommendation \_\_\_\_\_

**Indemnity Agreement**

The undersigned (collectively "Indemnitor") represents that all statements made in this Application and in any Application Supplement are true and made without reservation to induce Liberty Mutual Insurance Company and any other company that is part of or added to the Liberty Mutual Group, severally not jointly, and/or for which surety business is underwritten by Liberty Mutual Surety ("Surety") to extend surety credit in any manner, including but not limited to providing or having provided requested Bond(s) in reliance upon the provision of its indemnity, and hereby agrees with Surety, its successors and assigns, as follows: (1) to pay premiums when due; (2) to deliver evidence satisfactory to Surety, of the release of all liability; (3) to exonerate and indemnify Surety from and against all claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in any manner related to the extension of surety credit, including the enforcement of the agreements contained herein and any matter subject to any bankruptcy court (collectively "LOSS"); (4) That Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any LOSS and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the fact and extent of Indemnitor's liability; (5) to place Surety in funds immediately upon demand, the amount Surety deems necessary to protect itself from any LOSS or potential LOSS, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any LOSS or in reimbursement to Surety for payment of same; (6) that Indemnitor hereby authorizes Surety to investigate statements made herein and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's extension of surety credit and with Indemnitor's compliance with obligations hereunder and under any Bond or underlying obligation, and Indemnitor hereby releases any of the aforementioned from liability in consequence of furnishing or disclosing such information; (7) that Surety may bring separate suits to recover hereunder as causes of action shall accrue and that the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising; (8) that and all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or any other written agreement (with this Agreement collectively "INDEMNITY") related to the extension of surety credit, shall be in addition to and not in lieu of the rights afforded Surety under this Agreement; (9) that if Surety executes any Bond(s) with any cosurety or reinsurer all or any part of any Bond(s), that all the terms of this Agreement shall apply and operate for the benefit of such cosurety and reinsurer, as their interests may appear; (10) that these covenants shall be jointly and severally binding upon Indemnitor, its respective heirs, executors, administrators, successors and assigns; (11) that Surety shall have the right to decline to issue or to cancel Bond(s) at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (12) that the exercise, delay of or failure by Surety to exercise of any right, remedy or power whatsoever shall not preclude Surety's simultaneous or subsequent exercise or constitute any waiver of such or other rights, remedies or powers; (13) if any Bond(s) cover the replacement of lost securities, Indemnitor will at its own cost, promptly deliver said securities to Surety if said securities come under Indemnitor's control or possession; (14) that if any Bond(s) relate to the assets of an estate, Indemnitor will provide reasonable access to all records concerning the estate and upon request shall provide a written report of the condition of the estate. Furthermore, Indemnitor grants, assigns, pledges and conveys to Surety as security, a lien on and security interest in and to Indemnitor's interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in the contracts or obligations (and all proceeds thereof without limitation) that grow in any manner whatsoever as a result of the extension of surety credit. While the lien and security interests are effective immediately, Surety may exercise its remedies with respect to such only in the event of: a) Indemnitor's failure to fulfill any obligation whatsoever for which i) Bond(s) are provided, ii) contained in any Bond(s), or iii) contained within any INDEMNITY agreement with the Surety; and b) any assignment by Indemnitor for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitor hereby authorizes Surety to file any such financing statement as Surety deems necessary or appropriate to perfect the liens and security interest granted herein.

**With respect to Court Bonds and Receiver/Trustee Bonds: INDEMNITORS ACKNOWLEDGE AND AGREE THAT THE FIRST YEAR PREMIUM IS FULLY-EARNED WHEN THE BOND IS ISSUED EVEN IF THE BOND IS SUBSEQUENTLY REDUCED OR TERMINATED DURING THE FIRST YEAR. IF A BOND IS REDUCED OR TERMINATED DURING THE SECOND OR SUBSEQUENT YEAR AFTER A RENEWAL PREMIUM IS PAID, THE RENEWAL PREMIUM SHALL BE ADJUSTED PRO RATA UPON REDUCTION OR TERMINATION.**

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Individual/Sole Proprietorship Name:** \_\_\_\_\_ **SSN:** \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Witness \_\_\_\_\_, Individual and Proprietor

**Partnership/Limited Partnership Name:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
Witness \_\_\_\_\_, Individually and as Partner  
By: \_\_\_\_\_ (Seal)  
Witness \_\_\_\_\_, Individually and as Partner

**Corporation Name:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_

Attest: \_\_\_\_\_, Secretary By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, President

**Corporation Name:** \_\_\_\_\_ **FEIN:** \_\_\_\_\_

Attest: \_\_\_\_\_, Secretary By: \_\_\_\_\_ (Seal)  
\_\_\_\_\_, President

**Individual and Supporting Indemnitor(s) sign here:** \_\_\_\_\_ **Witness' signatures:** \_\_\_\_\_  
SS# \_\_\_\_\_  
SS# \_\_\_\_\_