

CONTRACTOR DATA

E-Mail Address \_\_\_\_\_

Type of Business: [ ] Partnership [ ] (S) Corporation [ ] (C) Corporation [ ] Sole Proprietorship [ ] LLC [ ] LLP
Company Name \_\_\_\_\_ Phone \_\_\_\_\_
Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Type of Work \_\_\_\_\_ Date started in Business \_\_\_\_\_
Underwriting File Number [ ] Yes [ ] No Fax Number \_\_\_\_\_

OWNER DATA / INDEMNITORS

(Provide the information below on all owners; use additional sheet if necessary)

Name \_\_\_\_\_ Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_\_
% of Business Ownership \_\_\_\_\_ Married [ ] Yes [ ] No Spouse Name \_\_\_\_\_
SS# \_\_\_\_\_ DOB \_\_\_\_\_

[ ] \*\*\*For new applicants, complete and sign the General Indemnity Agreement on page 3.\*\*\*

BOND REQUEST DATA

If no bond is needed at this time, but only prequalification for future bonding, check here [ ]

Anticipated Start Date \_\_\_\_\_ Time for Completion \_\_\_\_\_ Maintenance Period \_\_\_\_\_
Obligee (Who is requiring the contractor get a bond?) \_\_\_\_\_
Obligee Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
Job Description & Location \_\_\_\_\_

\*This application is not intended for use in connection with Subdivision or Site Improvement over \$100,000, Asbestos Abatement, Completion, Hazardous Materials, or Multi-Year Contracts where term of contract is over 3 years.

Check and Complete: (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$150,000.)
(check one only) (For service type contracts, provide a copy of the contract.)

[ ] Bid Bond:
Bid date \_\_\_\_\_
Estimated total amount of bid: \$ \_\_\_\_\_
Bid Bond % or flat amount \_\_\_\_\_

OR
Contract Price \$ \_\_\_\_\_
Contract Date (Date when contract is signed) \_\_\_\_\_
[ ] Performance & Payment Bond [ ] Supply Bond
[ ] Subcontractor Performance & Payment Bond
[ ] Stand Alone Maintenance Bond \$ \_\_\_\_\_
Bid secured by: Check [ ] Bond [ ] Negotiated [ ]
Next two lowest bidders
\$ \_\_\_\_\_ \$ \_\_\_\_\_

Status of Outstanding Bid or Performance Bonds:

Bond No. \_\_\_\_\_ Bid Awarded: [ ] Yes [ ] No
Bond No. \_\_\_\_\_ Bid Awarded: [ ] Yes [ ] No

BOND FORM DATA

[ ] CNA Form [ ] Obligee Form [ ] AIA Form [ ] State Form [ ] Federal Contract # \_\_\_\_\_
(Send copy for review) (Send copy for review) State of Incorporation \_\_\_\_\_

Name of Licensed Agent for the Power of Attorney \_\_\_\_\_

AGENCY DATA

Agency Name \_\_\_\_\_ Agency Code \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.



Complete this page for Aggregate Programs in excess of \$250,000, up to \$500,000.

Contractor's Company Name \_\_\_\_\_ File Number(s) Reference \_\_\_\_\_
Contractor's Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

FINANCIAL DATA Please submit the following:

- Business Financial Information for (C) Corporations, (S) Corporations, and LLCs: Provide the company's latest CPA prepared fiscal year-end financial statement.
Business Financial Information for Sole Proprietorships and Partnerships: Provide the company's latest CPA prepared fiscal year-end financial statement.
Personal Financial Statements: Provide a copy of each owner's personal financial statement.

EXPERIENCE DATA

List the three largest contracts completed in the last five years:

Table with 6 columns: Owner or General, Kind of Work, Location (City/County, State), Contract Price, Year Completed, Final Gross Profit

List the two largest jobs you presently have underway, giving the following information:

Table with 7 columns: Owner or General, Kind of Work, Location (City/County, State), Contract Price, % of Completion, Estimated Gross Profit, Date to be Completed

OPERATIONS DATA

Liability Insurance Company and Limits \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_/\_\_\_\_

- Type of trades you perform:
Territory in which you perform work (present and planned)
Trades subcontracted:

GENERAL DATA

Disputes, Financial Difficulties, Problems, Etc.

Form with questions a-g regarding business failures, lawsuits, and assets, with checkboxes for 'Yes' and 'No' under 'Company' and 'Any officer, owner or partner'.

Explain all "yes" answers fully below or attach explanation

AGENCY DATA

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

CNA Surety 101 South Phillips Avenue, P.O. Box 5077 Sioux Falls, SD 57117-5077 1-800-331-6053 / Fax 605-335-0357

# All new applicants must have a completed and signed indemnity form on file with CNA Surety.

## GENERAL INDEMNITY AGREEMENT

**THIS AGREEMENT** is made by the undersigned Principal(s) (signing below as the "Company") and Indemnitor(s), all of which are individually and collectively referred to as "Undersigned," for the continuing benefit of Surety in connection with any Bond executed on behalf of any Indemnitor or any Principal. The undersigned hereby certify the truth of all statements in the application, authorize the Surety 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 Surety in its reasonable discretion.

**DEFINITIONS.** The following terms shall have the following definitions in this Agreement:

**Bond:** Any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.

**Principal:** The person(s) and entity(ies), for whom any Bond is issued or committed to by Surety, or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any party to this Agreement.

**Surety:** Any and all of Western Surety Company, Universal Surety of America, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any Bond, or any other person or entity who executes any Bond at its request.

**INDEMNITY.** The Undersigned:

- A. Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys' fees (including those of both outside and in-house attorneys) and costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out any such sums; and
- B. Agrees to pay Surety all premiums on Bonds issued by Surety on behalf of any Principal, in accordance with Surety's rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety's liability as a matter of law under the Bond is furnished to Surety's satisfaction; and
- C. Agrees that in furtherance of such indemnity:
  - i) In any claim or suit arising out of or related to either or both any Bond and this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned's liability under this Agreement.
  - ii) Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond.
  - iii) In any suit between any Undersigned or Principal and Surety under this agreement or arising out of any Bond, Surety may recover its further expenses and attorneys' fees incurred in such suit either or both defending or prosecuting such suit.

**GENERAL PROVISIONS.** The Undersigned further agrees as follows:

- A) If a claim or demand for performance of any obligation under any Bond is made against Surety, Undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B) Undersigned's obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety's release of any one Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone other than Undersigned shall relieve the Undersigned of any obligation owned under this Agreement. Undersigned shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.
- C) If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D) Undersigned waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Undersigned understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- E) Undersigned has the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waives any claim against Surety arising out of any such error or omission.
- F) Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Undersigned agrees to be conclusively bound by Surety's determination.
- G) Surety may decline to execute any Bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.
- H) Undersigned may terminate liability to Surety under this Agreement ONLY by sending written notice by registered mail of intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date.
- I) Undersigned understands and agrees that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.
- J) A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

Dated: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Month) (Day) (Year)

**Company Name (Print):** \_\_\_\_\_

Signature X \_\_\_\_\_

(Person authorized to sign for the company) Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Indemnitors:

Signature X \_\_\_\_\_ Signature X \_\_\_\_\_

(Indemnitor) Print Name here: \_\_\_\_\_ (Spouse) Print Name here: \_\_\_\_\_

Signature X \_\_\_\_\_ Signature X \_\_\_\_\_

(Indemnitor) Print Name here: \_\_\_\_\_ (Spouse) Print Name here: \_\_\_\_\_