



80 MAIN STREET, SUITE 330, WEST ORANGE, NJ 07052
 (d/b/a Service Guarantee and Surety Company in DC, DE, NC & SC)
 Service Guarantee and Surety Co. (used in VA by: The Service Insurance Company, Inc.)
 Service Guarantee and Surety Company (used in FL by: The Service Insurance Company, Inc.)
 973-731-7650 (P) 973-731-7889 (F)
 JBURGER@SERVICEBONDING.COM

COMMERCIAL, LICENSE & PERMIT BOND APPLICATION

NAME OF BUSINESS _____ Date Started _____

ADDRESS & PHONE # _____

OWNERS

<i>Name</i>	<i>Social Security #</i>	<i>Spouse</i>	<i>Social Security #</i>
1. _____	_____/_____/_____	_____	_____/_____/_____
2. _____	_____/_____/_____	_____	_____/_____/_____

Email: _____ Phone # () _____ - _____

Prior Year Personal Income: 1. \$ _____ 2. \$ _____ Prior Year Business Sales: _____

TYPE OF BOND: _____ AUTO DEALER _____ TUITION _____ HEALTH CLUB _____ PERMIT

_____ OTHER (please explain) _____

BOND AMOUNT: _____ IN FAVOR OF: _____

- In what class of business do you specialize in? _____
- HAS APPLICANT/ PRINCIPAL EVER FILED BANKRUPTCY ___Y ___N
- HAS APPLICANT/PRINCIPAL EVER HAD A CRIMINAL CONVICTION? ___Y ___N
- ARE THERE ANY UNRESOLVED LAWSUITS INVOLVING APPLICANT/PRINCIPAL OR SPOUSE OR PRIOR BUSINESS OR ANY UNPAID JUDGMENTS OR LIENS AGAINST APPLICANT/PRINCIPAL OR SPOUSE, INCLUDING JUDGMENTS OR LIENS IN FAVOR OF ANY TAX AUTHORITY, IRS, ANY STATE AGENCY, OR FOR CHILD SUPPORT? ___Y ___N
- OR FOR ANY FORMER OR RELATED BUSINESSES ___Y ___N
- HAS ANY SURETY DENIED APPLICATION FOR THIS BOND OR IS THIS A REPLACEMENT BOND OR AN ADDITIONAL BOND? ___Y ___N
- EVER DEFAULTED ON A CONTRACT FORCING A SURETY TO SUFFER A LOSS OR A CLAIM OR FAILED TO PAY SUPPLIERS? ___Y ___N
- ARE YOU CURRENTLY ON NOTICE OF A PENDING DEFAULT OR CLAIM ON A BOND OF BONDED PROJECT? ___Y ___N

If "YES" to any of the above, please explain: _____

PLEASE ATTACH ALL INFORMATION AND DOCUMENTS RELATING TO BOND.

Fraud statement:

Applicant: I understand a person that makes fraudulent statements to any Insurance Company, or where a person files an application for insurance or bonds or files a statement of claim containing any false information, or conceals for the purpose of misleading, information concerning any material fact in obtaining bonds may be subject to criminal prosecution.

X _____ X _____ Date: _____
 Signature Signature

INDEMNIFICATION AGREEMENT—READ CAREFULLY AND SIGN: YOU ARE PLEDGING PERSONAL ASSETS

Each of the Undersigned authorizes Service Insurance Company (the “Company”) to investigate the statements above and to check their credit with any creditors or lending institutions. Each of the Undersigned acknowledges that the answers in this Application are made to induce the Company to execute or continue certain bonds or undertakings, and shall be deemed to have done so irrespective of any investigation undertaken or which may have been able to have been undertaken by the Company. In consideration of the execution of the bond by the Company, each of the Undersigned hereby agrees:

1. To pay to the Company without prior notice or demand: (a) The premium or premiums determined by the Company on said bond(s), and the renewal premium due on each annual anniversary date of every bond issued by the Company; and (b) A sum of money to cover the costs of any investigation, claim adjustment expense, liability, claim, suit, or Judgment against said bond, and any legal fees or expense incurred by the Company in connection therewith, procuring or attempting to procure the discharge of the bond or its release from liability under the bond, or in an attempt to recover losses or expenses from any person or party, whether or not the Company has paid out any or all of such sums; and (c) All sums required to indemnify the Company and hold the Company harmless from and against and to pay any and all liability, damages, loss, costs and expenses of kind and nature, including attorney’s fees which the Company may sustain or incur in consequence of having executed said bond or enforcing the terms of this Agreement against any of the Undersigned, or in procuring or attempting to procure its release from liability under said bond. It is understood and agreed that the premium for this bond is fully earned upon issuance and again on each annual anniversary of its issuance and is not refundable thereafter on any basis during the year of coverage, even if the bond is discharged or cancelled during the year. This Agreement shall apply to all renewals, continuations, substitutions, and extensions of the suretyship herein applied for.
2. The Company shall have the exclusive right to determine (a) whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed, and (b) to incur such expenses in handling a claim as it deems necessary or advisable, including legal services, and its determination as to the necessity, advisability and cost of such expense shall be final and conclusive on the Undersigned. 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 obligation of each of the Undersigned to the Company. The Company may procure its release from said suretyship under any law for release of sureties without liability to its Principal for any damages he or she may sustain therefrom.
3. Until the Company has been furnished with conclusive evidence of its discharge without loss from the bond, and until it has been fully indemnified as provided hereunder, it shall have the right to free access to the records of the Undersigned for the purpose of examining and copying them. Each of the Undersigned hereby authorizes any third party, including depositories, to furnish the Company with any information requested by the Company.
4. The Company may, at its option, file or record this document as a security agreement or as part of a financing statement or as a notice of its prior interest and assignment of all present and future proceeds of all personal property of the Undersigned under the provisions of the Uniform Commercial Code or any other similar statute, but that the failure to do so shall not release or impair any of the obligations of the Undersigned hereunder and this document shall nonetheless operate to impose a lien as against all property of each of the Undersigned to the fullest extent of all obligations to the Company.
5. Each of the Undersigned hereby irrevocably nominates, constitutes, appoints and designates the Company or its designee as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights, powers, privileges conferred upon them by the appointment of them, or any of them, by any Court Order or non-judicial instrument, issued in connection with the subject matter of the bond, and to make, execute, and deliver any instrument, document, assignment, and endorsement. The Undersigned hereby ratifies and affirms all actions taken by the Company or its designee as attorney-in-fact. This power of attorney is irrevocable and is coupled with and interest and shall survive the subsequent disability or legal incapacity of any or all of the Undersigned.
6. The obligations of the Undersigned are joint and several. The Company may bring separate suits hereunder against any or all of the Undersigned as causes of action may accrue. The Company need not proceed first or at all against the Principal. Each of the Undersigned warrants that he/she/it is specifically and beneficially interested in the obtaining of the bond, that each has a substantial, material and beneficial interest in Principal obtaining the bond, and that neither the Principal nor spouse independently satisfied the Company’s credit standards. Each of the Undersigned warrants the validity of the signatures of each of the others signing below.
7. To the fullest extent of the law, each of the Undersigned waive the right to interpose any defense, including set-off or counterclaim of any nature in any action pursued by the Company. Each of the Undersigned agrees that service of process may be made on any one of them and will be effective as to all of them. Each further agrees that service of process on all of them may be made by serving the attorney who has represented any of them in connection with the matter resulting in the bond.
8. **EACH OF THE UNDERSIGNED EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION WITH SERVICE INSURANCE COMPANY, WAIVES APPLICATION OF THE ENTIRE CONTROVERSY DOCTRINE OR SIMILAR DOCTRINE OF MANDATORY JOINDER OF PARTIES OR CLAIMS, AND WAIVES APPLICATOIN OF ANY STATUTE OF LIMITATION AFFECTING THE COMPANY’S RIGHT TO COMMENCE LEGAL ACTION AGAINST THEM, OR ANY OF THEM UNDER THIS AGREEMENT.**
9. This Instrument may not be changed or modified orally. No change or modification shall be effective unless specifically agreed in writing by each party against whom enforcement is sought. The Company’s failure to act to enforce any or all of its rights shall not be deemed a waiver of any of such rights. If any provision or portion of this Instrument shall be deemed unenforceable, the Instrument shall not be void, but shall be construed and enforced as though such provision were omitted. This Instrument shall be liberally construed so as to protect, exonerate and indemnify the Company.
10. If a claim is made against the Company, or if the Company deems it is necessary to establish a reserve for potential claims, and upon demand from the Company, the Undersigned shall deposit with the Company cash or property acceptable to the Company, as collateral security, in sufficient amount to protect the Company with respect to such claim or potential claims and any expense or attorney’s fees. Such collateral may be held by the Company until it has been fully reimbursed for all loss, expense and attorney’s fees. Failure to do so shall be a default of this Instrument.

In consideration of the execution by the Service Insurance Company of the suretyship herein applied for, each of the Undersigned, jointly and severally, for themselves and binding their respective heirs and successors, agrees to be bound by all the terms of the foregoing indemnity agreement.

Business Name: (Print) _____

Business Indemnitor: X _____ Title: _____ Dated: _____

Personal Indemnitor: X _____ Personal Indemnitor: X _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

Personal Indemnitor: X _____ Personal Indemnitor: X _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

COMPANY ACKNOWLEDGEMENT

State of _____

County of _____ SS

On this ____ day of _____, _____ before me personally appeared (name) _____ known or proven to me to be the (title) _____ of the company executing the foregoing indemnity instrument ("Company") and (s)he acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Company and that it was affixed and that they executed said instrument by authority of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Notary Public
Commission expires

INDIVIDUAL ACKNOWLEDGEMENT

State of _____

County of _____ SS:

On this ____ day of _____, 20__, before me personally came _____, and _____, and each known to me to be the individual who executed the forgoing indemnity instrument, and acknowledged that (s)he executed same as his/her act and deed.

Notary Public
Commission expires

INDIVIDUAL ACKNOWLEDGEMENT

State of _____

County of _____ SS:

On this ___ day of _____, 20__, before me personally came _____, and _____, and each known to me to be the individual who executed the forgoing indemnity instrument, and acknowledged that (s)he executed same as his/her act and deed.

Notary Public
Commission expires