



Commercial Bond Application

- Company Application

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APPLICANT'S BUSINESS INFORMATION

Company's Legal Name (as filed with the Secretary of State)
Company's DBA (if applicable)
Type o Partnership o (S) Corporation o (C) Corporation o LLC o Non-Profit
Phone Year This Business Started
Company Street Address PO Box # (if any)
City State Zip
Contact Person for your company
Email Address Phone Number

BOND DETAILS

What is the specific name of the bond being required of you?
Required Bond Amount?
Is this bond currently in force with another surety company? o YES o NO (If yes, please provide your reason for changing now.)
What is the name of the entity requiring this bond of you (the Obligee)?
The Obligee's Street Address PO Box # (if any)
City State Zip

OWNERS/INDEMNITORS

Please provide the requested information on all owners. Space is provided for one owner (and spouse, if married). Please use additional sheets if necessary.

Name % of Ownership in This Business
Address City State Zip
Date of Birth SSN Email Address
Do you rent or own your home? o Own o Rent Are the owner and spouse (if applicable) US citizens? o YES o NO
Are you married? o YES o NO (If yes, spouse must answer all questions below and also sign on page 2.)
Spouse's Name Date of Birth SSN
% of ownership in this business (if applicable) Email Address

1. How many years do you have managing this operation?
2. How many years experience do you have in this industry?
3. Have you previously been declined on this bond?
4. Ever filed for business bankruptcy protection?
5. Ever filed for personal bankruptcy protection?
6. Are you currently involved in any litigation?
7. Ever had a claim made and/or paid for you on a bond?
You Spouse

Please explain any yes answer -

Blank lines for explanation of yes answers

AGREEMENT OF INDEMNITY

The undersigned and each of them individually hereby certify that the statements contained herein are true, made without reservation, and are made to induce Nationwide Mutual Insurance Company, Merchants Bonding Company (Mutual) and Merchants National Bonding, Inc., United Casualty and Surety Insurance Company, Employers Mutual Casualty Company, Developers Surety and Indemnity Company, or any other Surety Company (hereafter called SURETY) to execute and extend surety credit on its behalf in reliance on this Agreement. By signing below, all parties authorize SURETY to confirm bank balances and all other items which appear in said statement in consideration of the execution by SURETY of the suretyship herein applied for.

I (we) agree:

1) We hereby apply to Surety for any and all bonds requested by the indemnitors, which includes any bonds, continuations, renewals, additions, and increases. We will personally and as a company indemnify the Surety and hold them harmless from and against any and all claims, demands or legal expenses of any kind or nature which arise by reason of the execution of any bonds issued for and/or on behalf of any and/or all Indemnitors including attorney fees and costs incurred by Surety in enforcing the terms of this application. Each Indemnitor further affirms that they understand that bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors and assigns to fully indemnify and hold harmless Surety from and against any and all loss, claims, demands or legal expenses of any kind or nature which arise by reason of the execution of any bonds for and on behalf any and/or all indemnitors including attorney fees and costs incurred by surety in enforcing the terms of this agreement regardless of whether the surety has actually received a claim or paid any amount. We also authorize SURETY to confirm bank balances and all other items which appear in said statement in consideration of the execution by SURETY of the suretyship herein applied for.

2) To pay to Surety upon demand:

a. All loss and expense, including attorneys' fees, for which Surety shall become liable by reason of such bonds, whether or not Surety shall have paid such loss and expense at the time of demand.

b. The premium for all bonds including renewals and increases until satisfactory evidence of termination of liability shall be furnished to Surety.

c. All attorneys' fees and costs incurred by Surety in enforcing this agreement.

d. An amount sufficient to discharge any claim against Surety by reason of such suretyship. This sum may be used to pay such claim or be held by Surety as collateral security against loss. The Surety shall determine a reasonable amount necessary to protect it from loss whether or not the Surety has established a reserve, made any payment, or received any notice of claims under the bonds. Surety may retain the collateral until all actual and potential claims against the bonds are exonerated and all Loss is fully reimbursed, including the payment of any bond premium due.

3) Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, denied, compromised, defended or appealed.

4) An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of my (our) obligation to Surety.

5) Surety may procure its release from said suretyship under any law for release of sureties without liability to Surety for any damage I (we) sustain therefrom.

6) To secure Indemnitors' duties and obligations to Surety, upon Indemnitors breach of a bonded contract, Bond or this Agreement or is declared in default by a Bond Oblige or a payment bond claim is made, assigns to Surety a lien and security interest in its interest, right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts, or accounts receivable in which indemnitors have any interest; and all subcontracts under the Obligation.

7) Each Indemnitor irrevocably appoints Surety or its designee as its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or paper deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.

8) Surety may decline to issue bonds and may cancel, withdraw, or procure its release from the Bonds at any time, without incurring liability to Indemnitors.

9) Each Indemnity agrees to be bound to every obligation in the Agreement regardless of whether the principal fails to sign any bond, the identity of other indemnitors.

10) Undersigned has the responsibility to review all bonds executed by Surety for errors and omissions prior to delivery of the bond to the Oblige, and hereby waives any claims against Surety arising out of any such error or omission.

10) The undersigned acknowledge that they have carefully read and understand the foregoing indemnity provisions and are agreeing to be bound by all of the terms and conditions therein.

11)" Fair Credit Reporting Act Notice" This notice is given to comply with the Federal Fair Credit Reporting Act (Public Law 91-508) and any similar state law which is applicable. As part of the underwriting procedure, a routine credit report will be pulled on any applicant or indemnitor which will provide information regarding their credit worthiness, credit standing, credit capacity, and character. Upon request, additional information as to the nature and scope of the report will be provided.

Signed this _____ day of _____ 20_____

FACSIMILE AND OR SCANNED COPY OF THIS AGREEMENT SHALL BE TREATED AS AN ORIGINAL FOR ALL PURPOSES

Note: All owners and spouses (if applicable) must sign the indemnitors section below in addition to providing a signature for the company.

Company Name _____

Signature _____

(Person authorized to sign for the company) Print name: _____ Title _____

Indemnitors:

Signature _____

(Indemnitor) Print name _____

Signature _____

(Indemnitor) Print name _____

Signature _____

(Indemnitor) Print name _____

Signature _____

(Indemnitor) Print name _____

Signature _____

(Indemnitor) Print name _____

Signature _____

(Indemnitor) Print name _____

Any person who knowingly and with intent to defraud any surety company or other person who completes an application for bonds containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

Credit Authorization

Each Indemnitor authorizes the surety and Goldleaf Surety Services, LLC to obtain information from third parties, including personal credit reports, in connection with the Surety's underwriting and each Indemnitor's compliance with indemnity agreements, bonded contracts and bonds. Each Indemnitor releases such third parties from liability resulting from the provision of such information.

Fraud Notices: Please review the statutory fraud notice applicable to your state.

Arkansas, Louisiana, Maryland, New Mexico and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Tennessee, Maine, Virginia, and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for such violation.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim 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 and subjects such person to criminal and civil penalties.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Ohio: 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.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

THE PRIVACY POLICY OF GOLDLEAF FINANCIAL, LTD.

The following is a statement of the Privacy Policy that we have implemented with all of our companies. The nature of our business (helping individuals and businesses obtain the surety bonds they need) requires us to gather personal, financial and business information about you. We deeply respect your privacy, and we appreciate the confidence you place in us each time you provide us with information or permit us to obtain information about you from other sources.

- **The Information We Collect.** Since surety is a form of credit, the information we collect usually includes information regarding your financial condition and your credit history. It also may include references regarding personal characteristics, contractual relationships, banking relationships and your performance of and exposure to risks similar to the risk(s) to be bonded.
- **Where It Comes From.** Most of the information we collect comes directly from you or is obtained with the assistance of data provided by you. This information may come from standard forms that you complete and return to us, or it may come from third parties. Some of the information we obtain is private information, and some of it is publicly available.
- **Identity of the Third Parties from Whom We Obtain Information.** The third parties from whom we obtain information may include other agents we understand to be working for you, accountants and other professionals we understand to be working for you, surety companies that have written bonds for you in the past, consumer credit reporting agencies, business information reporting agencies, persons or entities that employ you (or for whom you perform services), and other business, banking and credit references that you may identify for us. The third parties also may include persons or entities willing to provide credit assistance on your behalf. If you are a company, we also may obtain information about you from your owners.
- **Additional Information We May Collect.** Once you have obtained a surety bond with our assistance, we may collect additional information about you through your transactions with us. This information may include bond numbers for any bonds issued with our assistance, information regarding collateral you may provide as security to us or the surety company, ongoing facts and information relating to the bonded risks, claims brought or threatened against you, and a variety of facts and information relating to the release, expiration, cancellation, release and/or renewal of any bonds.
- **How We Disclose the Information We Collect to Provide Products and Services.** We generally disclose information we collect only to surety companies we consider appropriate to your request(s) for surety credit. On occasion, we also may disclose the information to agents, accountants, bankers and other professionals we understand to be working on your behalf. These disclosures occur by telephone, facsimile transmission, e-mail, U.S. Mail and/or standard courier services.
- **The Purpose of These Disclosures.** The main purpose we have in disclosing information we collect about you is to help you obtain the surety bonds you need or establish the terms and conditions upon which surety credit can be extended to you. Other purposes may include updating your files from time to time, investigating risks that have been bonded for you (and/or claims that are threatened or have been brought against you), investigating or assisting in situations that may affect your surety credit, and determining and collecting premiums, commissions and other charges that may be due from you.
- **Your Authorization of the Foregoing Disclosures.** All of these disclosures are authorized by your signature on the Questionnaire, the Personal Financial Statement and/or other signed authorizations you provide to us.
- **How We Protect the Information We Collect.** Our company has adopted physical and procedural safeguards to protect the information we collect, and we regularly remind our employees to respect and maintain those safeguards and rigorously enforce our Privacy Policy. Employees who violate our Privacy Policy (and/or any related procedures) are subject to disciplinary action. With respect to third parties to whom we disclose collected information, federal law requires all of these parties to have and enforce written privacy policies regarding the information we provide to them, and we expect all of them to strictly maintain and enforce their policies. We will consider immediately terminating our contractual relationship with any third party that does not have and actively enforce a written privacy policy that is as strict or stricter than our own.
- **We Do Not Disclose or Sell Information for Any Purpose Unrelated to Your Bonding.** We do not sell or disclose information we collect to any “non-affiliated” parties, whether for marketing or other purposes. We also do not disclose information about you to persons or entities other than those described above, unless you specifically authorize us to do so.
- **We Protect Information We Have Collected About Former Customers.** We do not disclose information collected from or about former customers, except as required or permitted by law.
- **Your Rights.** You have specific rights to see, correct, amend and/or delete personal information we may collect about you. Please see the attached Summary of Your Rights Under the Fair Credit Reporting Act. State law may provide you with additional rights, and we will comply with the law of your state in every case.

Please direct any questions or concerns regarding this Privacy Policy to Jack Anderson, Goldleaf Financial, Ltd.,
P.O. Box 466, Montevideo, MN 56265, or call him @ 320.269.3144

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting" - to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law, and you may contact your state or local consumer protection agency or state attorney general to learn those rights. agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or if you have filed bankruptcy

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request a report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRA's - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address, and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer or prospective employer without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll -free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the list for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the list indefinitely.
- **You may seek damages from violators.** If a CRA, a user and/or (in some cases) a provider of CRA data violates the FCRA, you may be entitled to sue them in a federal court.

For FCRA questions or concerns regarding CRAs and creditors, please contact:

The Federal Trade Commission, Consumer Response Center - FCRA, Washington, DC 20580, or call them at 202-326-3761.