

**DES MOINES OFFICE**  
 2100 FLEUR DRIVE  
 DES MOINES, IOWA 50321-1158  
 (515) 243-8171  
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**AUSTIN OFFICE**  
 P.O. BOX 26720  
 AUSTIN, TEXAS 78755-0720  
 (512) 343-9033  
 FAX (512) 343-8363

**COMMERCIAL BOND APPLICATION**

Bond No. \_\_\_\_\_

Applicant (Exactly as it will appear on bond)		FEIN/Social Security #	Married <input type="checkbox"/>
			Single <input type="checkbox"/>
Home Address		City	State
			Zip
Phone	Home E-mail	Business E-mail	
Business Address		City	State
			Zip
Type of Business or Individual's Occupation	Type of Organization	How long in business?	
	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		
Name & Address of Owner or Co-Applicant or Indemnitor		Social Security #	% of Ownership
Name & Address of Owner or Co-Applicant or Indemnitor		Social Security #	% of Ownership
Obligee Name & Address	Type of Bond	Amount of Bond	Effective Date
		\$	
Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, give name and reason for change.		Other Surety Bonds in force? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide name of Surety:	

**NOTICE:** In requesting a bond from Merchants Bonding Company (Mutual) you are hereby notified the Company may request a consumer credit report for all applicants for underwriting purposes.

**INDEMNITY AGREEMENT**

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), of Des Moines, Iowa, hereinafter called the Company, witnesseth:

The undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

A facsimile copy of this document or the signature(s) thereon, shall be deemed to be an original and/or original signature(s) for all purposes.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**Witness**

**Applicant's Signature**

In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Indemnitor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Indemnitor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Indemnitor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Indemnitor

\*\*\* COMPLETE APPROPRIATE SECTIONS ON NEXT TWO PAGES \*\*\*

<input type="checkbox"/> <b>LICENSE &amp; PERMIT</b> FINANCIAL STATEMENT NECESSARY IF STATE OBLIGEE OR OVER \$25,000.	Net Worth \$	Public liability insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)	Property damage insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No (Give limits)			
<input type="checkbox"/> <b>PROBATE</b> FINANCIAL STATEMENT NECESSARY AT UNDERWRITER'S DISCRETION <input type="checkbox"/> ADMINISTRATOR <input type="checkbox"/> EXECUTOR <input type="checkbox"/> PERSONAL REPRESENTATIVE <input type="checkbox"/> GUARDIAN/CONSERV. OF MINOR <input type="checkbox"/> GUARDIAN/CONSERV. OF INCAPACITATED PERSON <input type="checkbox"/> OTHER  PLEASE ATTACH COURT PAPERS TO APPLICATION	Name of Deceased or Ward		Date of death	Date of appointment	Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain on an attached sheet)	
	Name and address of attorney (If none, do not write the bond; submit it to our underwriters)					
	Will the attorney remain involved throughout the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No			Assets of estate or trust (Describe)		
	Name of Minor(s) or Incapacitated Person		Age	Applicant's relationship to Deceased or Ward	Net Worth \$	
	Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input type="checkbox"/> No Approximately how much per month?			What is the source of the guardianship funds?		
	Who are the heirs of this estate?					
	Will any business of the estate be continued by fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No Describe:			Is this bond required on the demand of an interested person? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who?		
	Name and address of Court			County		
	What is the applicant's experience in handling fiduciary obligations?					
	<input type="checkbox"/> <b>FIDUCIARY</b> FINANCIAL STATEMENT NECESSARY IF OVER \$50,000 <input type="checkbox"/> REFEREE <input type="checkbox"/> RECEIVER <input type="checkbox"/> TRUSTEE	Plaintiff		Name and address of Principal's Attorney		
Defendant		Name and location of Court		Net Worth \$		
<input type="checkbox"/> <b>COURT</b> FINANCIAL STATEMENT NECESSARY <input type="checkbox"/> REPLEVIN <input type="checkbox"/> ATTACHMENT <input type="checkbox"/> GARNISHMENT <input type="checkbox"/> OTHER  PLEASE ATTACH COURT PAPERS TO APPLICATION	Name and location of Court			Name of Defendant		
	Name and address of Attorney			If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, submit for underwriting.		
	Explain purpose of bond (Submit copy of relevant documents)					
<input type="checkbox"/> <b>PUBLIC OFFICIAL</b> FINANCIAL STATEMENT NECESSARY IF OVER \$50,000	Date: <input type="checkbox"/> Elected <input type="checkbox"/> Appointed		Term of office dates	Premium will be paid <input type="checkbox"/> Annually <input type="checkbox"/> For term	Will applicant sign checks? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Are accounts reconciled monthly? <input type="checkbox"/> Yes <input type="checkbox"/> No By whom?		Are regular audits performed? <input type="checkbox"/> Yes <input type="checkbox"/> No By whom? How often?		Date of last audit	Do you employ deputies? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, are they bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <b>LOST SECURITIES</b> FINANCIAL STATEMENT NECESSARY IF OVER \$10,000	Serial Number and description (Please submit a copy or sample of the form it was on.)			Describe manner of loss		
	Date of instrument			Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, who is it payable to?		
	Are securities endorsed? <input type="checkbox"/> Yes <input type="checkbox"/> No	If registered, in whose name?		Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No When? To Whom?		
	How long has it been lost?	If a check, has payment been stopped? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when?		If a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> <b>CERTIFICATE          OF TITLE</b> FINANCIAL STATEMENT NECESSARY IF OVER \$25,000	Vehicle Make		Vehicle Model		Vehicle Year	VIN
	<b>AGENT'S REMARKS:</b> <input type="checkbox"/> Do not know personally <input type="checkbox"/> New account <input type="checkbox"/> Client of this office <input type="checkbox"/> Know personally and recommend, but do not handle applicant's general insurance. Please give us your general comments and further remarks which will be helpful in making our final decision:					
Agency Code _____ Agency Name _____ Address _____ _____						
<input type="checkbox"/> Check here if this application was previously faxed or emailed to Merchants Bonding Company.						

# FINANCIAL STATEMENT

Personal  Business Financial Statement of \_\_\_\_\_ as of \_\_\_\_\_

NAME

DATE

CURRENT ASSETS	CURRENT LIABILITIES
Cash on Hand _____	Notes Payable _____
Cash in Bank(s) (Schedule A) _____	(a) To Banks Regular _____
Stocks, Bonds, etc. (Schedule B) _____	(b) To Others _____
IRA / Retirement Accounts _____	Accounts Payable _____
Accounts Receivable _____	(a) Current _____
Notes Receivable _____	(b) Past Due _____
Supplies _____	
Other Current Assets _____	
Total Current Assets _____	Total Current Liabilities _____
FIXED ASSETS	LONG TERM LIABILITIES
Equipment at Book Value _____	Equipment _____
Real Estate-Business (Schedule C) _____	Real Estate-Business (Schedule C) _____
Real Estate-Homestead (Schedule C) _____	Real Estate-Homestead (Schedule C) _____
Real Estate-Investment (Schedule C) _____	Real Estate-Investment (Schedule C) _____
All other Assets (explain fully)	All Other Liabilities (explain fully)
(a) _____	(a) _____
(b) _____	(b) _____
(c) _____	
Total Fixed Assets _____	Total Long Term Liabilities _____
	Total Liabilities _____
Total Assets _____	Capital Stock (paid in) _____
	Net Worth _____
	Total Liabilities and Net Worth _____

## SCHEDULE A - CASH

Name of Bank	Location	Amount on Deposit

## SCHEDULE B - STOCKS, BONDS, ETC.

Name of Security	No. Shares	Par Value	Market Value	Dividends Paid Past Two Years	If Any Pledged, State to Whom and for What Purpose

## SCHEDULE C - REAL ESTATE

Location and Description of Property	In Whose Name Is Title?	Monthly Revenue	Present Forced Sale Value	Amount of Mortgage

Assets of a trust listed on this statement need to be specifically described as part of a trust or they will be considered a part of this statement and in the event of a claim will be subject to the Indemnity obligations described herein.