

PHILLIPS BONDING & INSURANCE AGENCY, INC.

2300 Contra Costa Blvd., Suite 280, Pleasant Hill, CA 94523 Phone: 925.687.4400 / Fax: 925.687.4040

LICENSE & PERMIT/MISCELLANEOUS SURETY BOND APPLICATION

Agency \_\_\_\_\_ Bond# \_\_\_\_\_

COMPLETE ALL QUESTIONS

Applicant \_\_\_\_\_

Address \_\_\_\_\_ City & State \_\_\_\_\_

Occupation or Business of Applicant \_\_\_\_\_

Applicant is an Individual a Partnership a Corporation LLC

Name & Address of Oblige \_\_\_\_\_

Type of Bond \_\_\_\_\_ License No. \_\_\_\_\_

Amount of Bond \_\_\_\_\_ Effective Date \_\_\_\_\_ Prior Surety Company \_\_\_\_\_

Do you own Real Estate? No Yes \_\_\_\_\_

(Location) \_\_\_\_\_

No. of years in business \_\_\_\_\_ Business Tel. # \_\_\_\_\_

Has Applicant, Stockholder, or Indemnitor ever:

Been Cancelled by Surety? Yes No Had a Bond Claim? Yes No Declared Bankruptcy? Yes No

Prior/Pending Tax Liens? Yes No Prior/Pending Lawsuits? Yes No Convicted of a Felony? Yes No

(If you answered Yes to any of the above questions, attach an explanation)

INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s) all hereinafter called the Indemnitor(s) hereby certify that the foregoing declarations made and answers given, are the truth without reservation, and are made for the purpose of inducing the SURETY COMPANY, hereinafter called Surety, to become Surety on a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used), and in consideration of the Surety executing said bond or undertaking do undertake and agree as follows:

To pay the Surety all premiums due and annually in advance of each renewal thereafter, until the Indemnitor(s) shall serve upon the Surety, at its said office, competent written legal evidence, satisfactory to the Surety, of it being fully discharged from such bond or undertaking. That the Indemnitor(s) hereby authorize the Surety to access its credit records and make, at any time, such pertinent inquiries as may be necessary from financial institutions, credit reporting services, persons, firms, and corporations. The Indemnitor(s) will at all times indemnify, and keep indemnified, the Surety, and hold and save it harmless from and against any and all damages, loss, costs, charges and expenses of whatsoever kind or nature, including counsel and attorney's fees, whether incurred under retainer or salary or otherwise, which it shall or may, at any time, sustain or incur by reason or in conjunction with furnishing any bond or undertaking. To deposit with the Surety on demand an amount sufficient to discharge any claim made against the Surety on this bond or undertaking. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss or cost on this bond or undertaking.

Regardless of the date of signature(s), this indemnity agreement is effective as of the date of execution of aforementioned bond(s) or undertaking(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

The Applicant and each Indemnitor agrees that this document and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State Legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulate electronic commerce. Any person who includes any false or misleading information in an application for an insurance policy is subject to criminal and civil penalties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Applicant and Indemnitors sign below:

Print Applicant Name (Exactly as it is to appear on Bond): \_\_\_\_\_

Soc. Sec. # OR Fed Tax ID# \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

By: \_\_\_\_\_ Signature and Title of Authorized Representative

Soc. Sec. # \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

By: \_\_\_\_\_ Signature of Individual Indemnitor

Home Address \_\_\_\_\_

Soc. Sec. # \_\_\_\_\_ Driver's Lic. # \_\_\_\_\_

By: \_\_\_\_\_ Signature of Individual Indemnitor

Home Address \_\_\_\_\_

IMPORTANT: S.S. # AND D.L. # MUST BE INCLUDED