



**SureTec Insurance Company, SureTec Indemnity Company
& Markel Insurance Company**

2103 CityWest Blvd., Ste. 1300 | Houston | TX 77042
 Phone (888) 344-3362 | Fax (713) 812-0406
www.SureTec.com

**SUBDIVISION OR
PERMIT BOND
APPLICATION**

Name of Applicant/Principal <i>(as it is to appear on the bond)</i>			
Address		City	State
Name of City, County, Etc. (Obligee)			
Obligee's Address		City	State
Project Address/Location:			
When was property Purchased?		What was the purchase Price?	
What is the current Value of the property?		How much debt is on the property?	
Type of Project (Condo, SFR, Commercial, Industrial)?			
When will work start?		What is your cost to do the bonded work?	
Name of Lender, if any		Loan Officer Name:	
Lender Phone #:		Total Amount of Construction Loan:	
Amount Set Aside for Bonded Improvements:		Is Set Aside Letter Available?	
<u>Type of Bond(s) Needed:</u>		<u>Type of Bond(s) Needed:</u>	
<u>Amount of Bond</u>		<u>Amount of Bond</u>	
1. _____ \$	_____ \$	4. _____ \$	_____ \$
2. _____ \$	_____ \$	5. _____ \$	_____ \$
3. _____ \$	_____ \$	6. _____ \$	_____ \$
Does the business or any principal involved: <i>if yes, attach an explanation</i>			
Have any outstanding collection items or liens?	Yes No	Had any lawsuits or judgments against them?	Yes No
Ever failed in business or declared bankruptcy?	Yes No	Ever had a license or bond cancelled or denied?	Yes No
Attach financial statements for Business and Business Owners Attach Bond Form, Bond Engineers Estimates & Agreement - Attach Operating Agreement if LLC			

Indemnitors / Personal Guarantors

Please provide the information below on all owners; use additional sheet if necessary.

Name _____	Name _____
Res. Address _____	Res. Address _____
City/State/Zip _____	City/State/Zip _____
SS# _____	SS# _____
Are Any of Your Assets in Trust? _____	Are Any of Your Assets in Trust? _____
Spouse Name _____	Spouse Name _____
SS# _____	SS# _____
Personal Net Worth, Excluding Business \$ _____	Personal Net Worth, Excluding Business \$ _____

Indemnification Agreement - Read Carefully and Sign

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, SureTec Insurance Company, SureTec Indemnity Company, Markel Insurance Company and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of SureTec Insurance Company (individually and collectively called "SureTec") as follows:

1. Applicant agrees to pay SureTec an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with SureTec's then current premium rates or any minimum earned premium until SureTec shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to SureTec, is furnished to SureTec.
2. Applicant agrees that SureTec may make any credit checks, including consumer and investigative credit checks, it deems necessary.
3. Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
4. Applicant agrees to indemnify and keep indemnified SureTec and its agents and representatives and hold and save it them harmless from and against any and all

5. liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which SureTec or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
6. If SureTec shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with SureTec a sum of money, equal to such reserve and any increase thereof, to be held by SureTec as collateral security on said bond. Any such collateral shall be available, in the discretion of SureTec, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
7. If SureTec shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, it's or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
8. An itemized statement of payments made by SureTec, sworn to by an officer of SureTec, shall be *prima facie* evidence of the liability of the undersigned to reimburse SureTec for such payments with interests.
9. SureTec in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by SureTec shall be conclusive against and binding upon the undersigned.
10. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by SureTec with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
11. The undersigned hereby expressly waive notice from SureTec of any claims or demand made against SureTec or the principal under the bond or of any information SureTec may receive concerning the principal, any contract, or bond. SureTec shall have to right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
12. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
13. All obligations of the principal, applicants, and indemnitors to SureTec are due, payable, and performable in San Diego, San Diego County, California, where venue of any action to enforce this agreement may be brought by SureTec. SureTec shall be entitled to recover all attorney's fees (including those of attorneys employed by SureTec), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
14. In consideration of the execution by SureTec of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.

Signed and dated this _____ day of _____, 20 _____

_____ X _____
 Print Principal Name (Principals authorized representative) (Title)

Additional Indemnitors

X _____
 (Signature) (Print Name)

X _____
 (Signature) (Print Name)

X _____
 (Signature) (Print Name)

X _____
 (Signature) (Print Name)