

COMPLETE APPLICABLE
SECTION ON REVERSE

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CNA SURETY

www.cnasurety.com

Form 10

APPLICATION FOR BOND—ANY KIND

Individual ☐

Partnership ☐

Corporation ☐

Limited Liability Company ☐

Limited Liability Partnership ☐

By the Applicant and its owners submitting this application, CNA Surety may obtain a credit report on the applicant and the owners to confirm the information below. For new applicants, complete and sign the General Indemnity Agreement. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

Applicant Name (Exactly as shown on License or Bond) Please print or type				Social Security #		Date of Birth		Married <input type="checkbox"/> Single <input type="checkbox"/>	
Residence Address (Street and Number)		(City)		(State)		(Zip)		(Telephone #) (Fax #) (Email Address)	
Business Address (Street and Number)		(City)		(State)		(Zip)		(Telephone #) (Fax #) (Email Address)	
Occupation or Business			How long so engaged?		Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.				
Type of Bond				Amount of Bond			Effective Date		
Complete Name and Address of Obligor									

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks) _____		Accounts Payable _____	
Stocks + Bonds — Describe _____		Taxes due & accrued _____	
Notes Receivable — Describe _____		Notes Payable to Bank _____	
Merchandise or Material in Stock _____		Notes Payable to Others (Describe) _____	
Accounts Receivable _____		Mortgage on Real Estate _____ A	
Real Estate, Homestead _____ A		Mortgage on Real Estate _____ B	
Real Estate, Investment _____ B		Other Liabilities — Describe _____	
Furniture and Fixtures _____		TOTAL LIABILITIES _____	
Other Assets - Describe _____		Capital Stock (Paid in) _____	
TOTAL ASSETS _____		NET WORTH OR SURPLUS _____	
		TOTAL Liabilities and Net Worth _____	

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

- The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:
- To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due.
 - To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company.
 - To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant.
 - Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship.
 - That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company.
 - That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
 - That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party.
 - That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract.
 - At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement.
 - That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination.
 - In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____

Signature & Business/Corporate Title

"Indemnitor"

"Indemnitor"

"Indemnitor"

Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe *John Doe* "Indemnitor"

Agency **McGlone Insurance**

Address **3061 Fulton Ave.**

Street

Sacramento

CA

95821

City

State

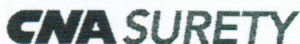
Zip

Agent's Code **0 4 - 2 0 1 1 4**

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant.

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety. ☐



Guidelines for Completing and Signing a Form 10 Application For Bond—Any Kind and Form 10-E—Easy Application

CNA SURETY Application Number: _____
Form 10
APPLICATION FOR BOND—ANY KIND

Applicant (if partnership, give full names of partners and state correct flow of title) _____ Social Security # _____ Age _____ Marital Status _____
Residence Address _____
Business Address _____
Occupation or business _____
Type of Bond _____
Complete name and address of Obligee _____

FINANCIAL STATEMENT as of _____
Check appropriate section on the reverse side to see whether a financial statement is necessary.
Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS	LIABILITIES
Cash (Last Bank)	Accounts Payable
Stocks - Describe	Notes Payable to Bank
Notes Receivable - Describe	Notes Payable to Others (Describe)
Monies due or on hand	Mortgages on Real Estate
Accounts Receivable	Mortgages on Real Estate
Real Estate, Homestead	Other Liabilities - Describe
Real Estate, Investment	TOTAL LIABILITIES
Furniture and Fixtures	Capital Stock (Paid in)
Other Assets - Describe	NET WORTH OR SURPLUS
TOTAL ASSETS	TOTAL LIABILITIES and Net Worth
Gain, Sales - Two Years Ago	Net Income - Two Years Ago

AGENT'S RECOMMENDATION
Your recommendation will be helpful and may be the difference between getting a refund or having the bond written. Tell us when you know and think of the application.

AGENT: Check here if this correspondence was previously filed in CNA Surety. ☐

We have examples showing five ways to sign an application.

- a) **INDIVIDUAL OR SOLE PROPRIETORSHIP**
Complete Section One ① in the Individual's name showing the business trade name, if there is one, e.g. John Doe DBA Doe Company.

② Signed this 20th day of April, 2012
Signature & Business/Corporate Title
John Doe "Indemnitor"
Jane Doe "Indemnitor"
NOTE: Personal indemnitors should sign their names before the word "indemnitor".

- b) **PARTNERSHIP**
Complete Section One ① using the full names of all partners indicating the business trade name, e.g. John Doe and James Doe DBA Doe Company.

② Signed this 20th day of April, 2012
Signature & Business/Corporate Title
John Doe "Indemnitor"
James Doe "Indemnitor"
Jane Doe "Indemnitor"
Ann Doe, Indemnitor
NOTE: Personal indemnitors should sign their names before the word "indemnitor".

- c) **CORPORATION**
Complete Section One ① using the name of the corporation only, e.g. Doe Corporation, Inc.

② Signed this 20th day of April, 2012
John Doe, President
Signature & Business/Corporate Title
John Doe "Indemnitor"
James Doe "Indemnitor"
* Jane Doe "Indemnitor"
* Ann Doe, Indemnitor
NOTE: Personal indemnitors should sign their names before the word "indemnitor".
* In some cases the owners' spouses may also need to sign.

- d) **LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)**
Complete Section One ① in the name of the limited liability company or partnership only, e.g. Doe Company, LLC or Doe Company, LLP.

② Signed this 20th day of April, 2012
John Doe, Manager
Signature & Business/Corporate Title
John Doe "Indemnitor"
James Doe "Indemnitor"
* Jane Doe "Indemnitor"
* Ann Doe, Indemnitor
NOTE: Personal indemnitors should sign their names before the word "indemnitor".
* In some cases the members/owners/partners' spouses may also need to sign.

- e) **OUTSIDE INDEMNITY (Relatives, Friends, etc.)**
Complete Section One ① in the applicant's name following (a), (b) or (c) above.

② Signed this 20th day of April, 2012
Signature & Business/Corporate Title
John Doe "Indemnitor"
Jane Doe "Indemnitor"
John Henry "Indemnitor"
Joseph Smith, Indemnitor
NOTE: Personal indemnitors should sign their names before the word "indemnitor".

HELPFUL HINTS

- a) **INDIVIDUAL OR SOLE PROPRIETORSHIP**—The individual or sole owner and spouse should sign Section Two ② before the word "Indemnitor". When providing financial statements, separate business and personal statements are preferable.
- b) **PARTNERSHIP**—Each partner and his or her spouse should sign Section Two ② before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial statements, send a financial statement for the partnership along with personal statements for each partner.
- c) **CORPORATION**—An officer should first sign Section Two ② on behalf of the corporation (indicating his/her corporate title); however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other owners should also sign as personal indemnitors before the word "Indemnitor" on each line. *In most cases, the owners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial information, supply a corporate financial statement along with individual financial statements and current addresses for the owners.
- d) **LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)**—An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other members/owners/partners should also sign as personal indemnitors before the word "Indemnitor" on each line. In most cases the members/owners/partners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting.
- e) **OUTSIDE INDEMNITY (Relatives, Friends, etc.)**—When outside indemnity is required, the proposed indemnitors should sign Section Two ② below the applicants' signature(s) and before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. The outside indemnitors should provide their personal financial statements and current addresses.

NOTE: Financial statements may be submitted on the FORM 10 APPLICATION or on CNA Surety's Form #60—Financial Statement. Copies of Bank or Accountant prepared financial statements are also acceptable.

CNA SURETY

Cancellation Guidelines

To assist in understanding the numerous and diverse rules for bond cancellations, we have developed the following guidelines. There are many exceptions to the rules, so please contact your underwriting office with any specific questions.

1. First year premiums are usually considered fully earned.
2. Bonds that renew with a renewal bond or continuation certificate (in other words they're not continuous in nature) are cancellable upon the return of the original bond, renewal bond or continuation certificate. In the absence of the original renewal document, send written verification from the obligee (state, county, city, etc.) that the bond was not filed or used.
3. Many continuous bonds contain a cancellation clause which allows us to send notice of cancellation or nonrenewal to the obligee. Our notice must comply with the terms of the cancellation clause and conform to any applicable state laws. You can normally determine if there is a cancellation clause by reading the bond form.
4. Some continuous bonds **do not** contain a cancellation clause, so the only way we can cancel them is upon receipt of a letter of release from the obligee. The obligee's letter should state the principal's name, bond number, and the date our liability is considered terminated.
5. Probate Bonds usually require a court order to terminate our liability. Send us a copy of the Final Order of Discharge to cancel this type of bond.
6. Public Official Bonds written to coincide with a term of office require a signed letter of release from an official of the jurisdiction. That official must have the proper authority to release the bond.
7. Many state laws have been enacted in recent years which restrict us from effecting cancellation or nonrenewal except under specified circumstances. Providing us with a reason for cancellation is helpful for determining if we are allowed by law to do so.

Please contact your underwriting office if you would like to have any of these rules explained in more detail or if you have a question about how the above rules affect a specific bond.

P. O. Box 5077
Sioux Falls, SD 57117-5077
1-800-331-6053
Fax 1-605-335-0357

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