



The Fastest Bond Program up to \$500,000

Please fully complete the application and if bond needed is in excess of \$100,000, please complete the supplementary questionnaire.

This program is not intended for the following types of contracts:

- Environmental or Hazardous Material
- Completion, Subdivision or Site Improvement
- Multi-Year or Service

Please complete the General Indemnity Agreement and return with the application. The GIA must be signed on behalf of the company and each stockholder/owner and their spouses as indemnitors. (We reserve the right to require a more comprehensive General Indemnity Agreement on bonds in excess of \$100,000.)

Existing pre-qualified SureQuick contractors only need to complete **Section II** of Application for subsequent requests.

Bond Rates for SureQuick:

Contract price up to \$100,000	3%
Next \$400,000 of contract price	2%
Minimum Premium	\$500.00

Please submit the completed application to your SureTec Underwriter or you closest branch:

Austin Office

5000 Plaza on the Lake, Suite 290, Austin, TX 78746

Phone: 512-732-0099 Toll Free 866-732-0099

Fax: 512-732-BOND (2663)

Dallas Office

7201 Bishop Road Suite 250, Plano, TX 75024

Phone: 469-241-1488 Toll Free 888-716-BOND (2663)

Fax: 469-241-1683

Houston Office

952 Echo Lane, Ste. 450, Houston, TX 77024

Phone: 713-812-0800 Toll Free: 888-344-3362

Fax: 713-812-0406



Bonding Application

I. General Information

1. Contractor _____
2. Address (include City & Zip Code) _____
3. Phone Number (include area code) _____
5. Type of work done? _____
4. Operates as Proprietorship Partnership Corporation Federal ID Number _____
5. Date Business Began? _____ Fiscal Year End _____
6. Have you or any principals ever declared bankruptcy or been convicted of a crime? Yes No
If yes, explain: _____
7. Ownership: Complete on any owner holding 5% or more interest in the company. .
 - A) Full Legal Name _____ Social Security # _____ TDL _____
Spouse's Name _____ Social Security # _____ TDL _____
Home Address _____ Own Rent How Long _____
% of Ownership _____%
 - B) Full Legal Name _____ Social Security # _____ TDL _____
Spouse's Name _____ Social Security # _____ TDL _____
Home Address _____ Own Rent How Long _____
% of Ownership _____%

II. Bond Request

- Bid Final Bid/Contract Amount \$ _____
- Obligee (who is requiring the bond) _____ Address _____
- Job Description _____
- What is your total work on hand (cost to complete) not including this job? \$ _____
- Bid Bond Only** (not applicable if requesting a final bond)
Bid Date _____ Bid Bond percentage _____%
- Final Bond Only** (please attach a copy of the contract and any required bond forms)
Bid Results Low \$ _____ 2nd \$ _____ 3rd \$ _____ Highest \$ _____ Eng. Est. \$ _____

WE CERTIFY THAT INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT. WE HEREBY AUTHORIZE SURETEC INSURANCE COMPANY TO INVESTIGATE DIRECTLY, THROUGH TRADE CREDIT REPORTING COMPANIES, AND THROUGH CONSUMER CREDIT REPORTING AGENCIES ANY INFORMATION PERTAINING TO THIS COMPANY AND/OR THE INDIVIDUALS INVOLVED IN THIS COMPANY. WE AUTHORIZE OUR BANKS, CREDITORS, AND SUPPLIERS TO RELEASE CREDIT HISTORY TO SURETEC INSURANCE COMPANY.

Signature _____ Date _____

AGENCY INFORMATION			
AGENCY NAME		CONTACT	
ADDRESS			
PHONE NO.		FAX NO.	
AGENT CODE			

Is Contractor an Existing Insurance Account? Yes No Length of relationship _____

Are All Insurance Premiums Current Yes No

If bond request is \$100,000 or less, please complete Indemnity Agreement and submit application now. For contracts in excess of \$100,000, please complete supplemental questionnaire and attach.

SureTec Insurance Company

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Principal(s) (signing below as the "Company") and Indemnitor(s), all of which are individually and collectively referred to as "Undersigned," for the continuing benefit of Surety in connection with any Bond executed on behalf of any Indemnitor or any Principal.

DEFINITIONS. The following terms shall have the following definitions in this Agreement:

Bond: Any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship for Principals, Indemnitors or any other person or entity at their request executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.

Principal: The person(s) and entity(ies), for whom any Bond is issued or committed to by Surety, or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any party to this Agreement.

Surety: Any and all of SureTec Insurance Company, their respective reinsurers, and any other person or entity which may act as surety or co-surety on any Bond, or any other person or entity who executes any Bond at its request.

INDEMNITY. The Undersigned:

- A. Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys' fees (including those of both outside and in-house attorneys) and costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out any such sums; and
- B. Agrees to pay Surety all premiums on Bonds issued by Surety on behalf of any Principal, in accordance with Surety's rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety's liability as a matter of law under the Bond is furnished to Surety's satisfaction; and
- C. Agrees that in furtherance of such indemnity:
 - i) In any claim or suit arising out of or related to either or both any Bond and this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Undersigned's liability under this Agreement.
 - ii) Surety shall have the right to defense and indemnity regardless of whether Surety has made any payment under any Bond.
 - iii) In any suit between any Undersigned or Principal and Surety under this agreement or arising out of any Bond, Surety may recover its further expenses and attorneys' fees incurred in such suit either or both defending or prosecuting such suit.

GENERAL PROVISIONS. The Undersigned further agrees as follows:

- A) If a claim or demand for performance of any obligation under any Bond is made against Surety, Undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B) Undersigned's obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety's release of any one Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone other than Undersigned shall relieve the Undersigned of any obligation owed under this Agreement. Undersigned shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.
- C) If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D) Undersigned waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Undersigned understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- E) Undersigned has the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waives any claim against Surety arising out of any such error or omission.
- F) Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Undersigned agrees to be conclusively bound by Surety's determination.
- G) Surety may decline to execute any Bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.
- H) Undersigned may terminate liability to Surety under this Agreement ONLY by sending written notice by registered mail of intent to terminate to Surety, in care of SureTec Insurance Company, 5000 Plaza on the Lake, Suite 290, Austin, TX 78746. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date.
- I) Undersigned understands and agrees that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.
- J) A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
- K) Any suit or action to enforce this Agreement may be brought, and all of Principals, Indemnitors obligations are due and payable in Houston, Harris County, Texas

Dated: _____
(Month) (Day) (Year)

Company Name (Print): _____

Signature X _____

(Person authorized to sign for the company and title) Print here: _____

Indemnitors:

Signature X _____ Signature X _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____

Signature X _____ Signature X _____

(Indemnitor) Print Name here: _____ (Spouse) Print Name here: _____



Supplemental Questionnaire

For bonds exceeding \$100,000 please complete this form and attach to the application and General Indemnity Agreement. Please also include all of the following information that is available.

- **Current personal financial on owners/stockholders**
- **Current business financials**

III Work History / Backlog / Bank

Work History

Please list your largest completed jobs within the past two (2) years.

1. Type of work _____ Contract Price \$ _____ Date completed _____ Gross Profit \$ _____
 Owner's Name, Address and phone number _____

2. Type of work _____ Contract Price \$ _____ Date completed _____ Gross Profit \$ _____
 Owner's Name, Address and phone number _____

Current work in progress

Please list your active open contracts

	<u>Contract Description</u>	<u>Contract Amount</u>	<u>Amount Billed</u>	<u>Costs to Date</u>	<u>Expected Profit</u>
1.	_____	\$ _____	\$ _____	\$ _____	\$ _____
2.	_____	\$ _____	\$ _____	\$ _____	\$ _____
3.	_____	\$ _____	\$ _____	\$ _____	\$ _____
4.	_____	\$ _____	\$ _____	\$ _____	\$ _____

Banking Relations

Name of Bank _____ Contact Name _____ Phone _____

Address _____

Does Contractor have a formal line of credit? Yes No *If "yes", how much \$* _____

How much owed? \$ _____ Security for Line _____ Line Expires _____

IV General Questions

- Are there other companies owned by stockholders/owners of applicant? Yes No
- Are there any assets held in trust or pledged by company or stockholders/owners? Yes No
- Has applicant ever received surety credit, been denied surety credit or involved in a claim(s) with a surety? Yes No
- Are federal and state taxes currently delinquent? Yes No
- Have federal or state taxes been delinquent in the past three years? Yes No

If "yes" to any of the above questions please provide details in the space below
