



Complete page 1 For Single Bonds or Aggregate Bonded Programs up to \$750,000

CONTRACTOR DATA

Email Address:
Type of Business: Partnership (S) Corporation (C) Corporation Sole Proprietorship LLC LLP
Company Name: Phone:
Company Address: City: State: Zip:
Type of Work: Date started in Business: Federal Tax ID:
Has applicant or any owner/spouse ever declared bankruptcy or become insolvent?
Does any owner/spouse have ownership in other entities or have a personal trust?
Has applicant or owner/spouses ever been in claim or been denied bonding by another surety?
Does the applicant have any lawsuits, unsatisfied judgments, or liens?

OWNER DATA / INDEMNITORS (Provide information below on owners with > 10% ownership; use additional sheet if necessary)

Name: Corporate Title: Address: City/State/Zip: SS#: DOB: % of Business Ownership: Married: Spouse Name: SS#: DOB: Own or rent home? If own, amt. of equity \$

Western National may obtain a credit report about the Applicant including its Owner(s) and Owners' spouses in order to confirm the information provided in this application and obtain information about Applicant's credit history. For new applicants, complete and sign the General Indemnity Agreement.

FINANCIAL DATA & EXPERIENCE INFORMATION

(Complete for Projects Over \$350,000 or if the company has less than 3 years in business. Underwriter may require information if credit analysis wasn't sufficient)

Corporate Cash Balance: \$ Accounts Receivable: \$ Accounts Payable: \$
Current Work On Hand: \$ Sales: \$ Net Profit: \$
Largest Completed Project: \$ Date Completed: Gross Profit on Largest Project: \$
Line of Credit: \$ Bank: Amount Available: \$
Bonded Work On Hand incl pending awards & bids*: \$
*Bonded Work On Hand includes bonds written by other sureties.

BOND REQUEST DATA

If no bond is needed at this time, but only prequalification for future bonding, check here

Anticipated Start Date: Completion Time: Liquidated Damages: Warranty Period:
Obligee (Who is requiring the contractor provide a bond?):
Obligee Address: City: State: Zip:
Project Legal Description:
Project Physical Address: City: State: Zip:

Choose and Complete:

Bid Bond: Bid Date: Estimated Total Amount of Bid: Bid Bond Amount: % or \$
Performance & Payment Bond: Contract Price: Contract Date (Date Signed): Next Two Lowest Bidders: \$

- Please Submit: Invitation to Bid, Nonstandard Bond Forms, Contract Agreements (If Available)

- Please Submit: Copy of Contract or Notice of Award, Nonstandard Bond Forms

*This application is NOT INTENDED for use in connection with Subdivision or Site Improvement, Completion, Environmental, Hazardous Materials, Design, Design Build, Consulting, Projects Performed In or Under Water, Computer Programming, Systems Integration, Training or Projects of a Unique Nature.

Agency Name: Agent's Name:
Agency Code: Phone Number: Agent's Signature:

Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.

XpressXtra

Complete pages 1 & 2 for Single Bonds & Aggregate Bonded Programs up to \$3,000,000

Contractor's Company Name: _____

Contractor's Company Address: _____ City: _____ State: _____ Zip: _____

FINANCIAL DATA Please submit the following:

- Company Financial Requirements** Provide the company's most recent fiscal year-end financial statements along with the most recent corporate tax return. If the latest fiscal year financial statement is more than 6 months old, then also provide a current interim financial statement. An aging of accounts receivable schedule may be requested if the amount is relevant.
- Current WOH Schedule** Provide a current schedule of uncompleted projects as of the same date as the most recent fiscal year-end financial statement.
- Personal Financial Statements** Provide a copy of each owner's personal financial statement and most recent personal tax return. The personal financial statements must be current as of the last six months.
- Bank / Credit Reference Form** Please complete Western National's Bank/Credit Reference Form or supply copies of corporate bank line of credit details with supporting documents and applicant's business and personal bank statements.

EXPERIENCE DATA List three largest completed projects

Largest Completed Project #1 (Owner or GC): _____

Contract Description: _____

Contract Price: \$ _____ Final Gross Profit: \$ _____

Date Completed: _____ Owner or GC's Phone Number: _____

Largest Completed Project #2 (Owner or GC): _____

Contract Description: _____

Contract Price: \$ _____ Final Gross Profit: \$ _____

Date Completed _____ Owner or GC's Phone Number: _____

Largest Completed Project #3 (Owner or GC): _____

Contract Description: _____

Contract Price: \$ _____ Final Gross Profit: \$ _____

Date Completed: _____ Owner or GC's Phone Number: _____

OPERATIONS DATA

• Liability Insurance Company & Limits: _____ Expiration Date: _____ / _____ / _____

• Type of trades you perform: _____

• Territory in which you perform work (present and planned): _____

• Trades subcontracted: _____

INDEMNITY AGREEMENT

• For projects and work programs < \$750,000, please complete the Western National short-form indemnity agreement (attached)

• Western National's standard General Agreement of Indemnity is required for contractors with single or aggregate bond needs > \$750,000

INDEMNIFICATION AGREEMENT - CONTRACT SURETY

IMPORTANT! Signature Instructions – Individuals who apply for a Bond must complete and sign the indemnity agreement below. **Sole Proprietorship** – Owner must sign below. **Partnership** – Partners are signing as authorized agents of the partnership and as individually liable indemnitors. **Corporation or LLC** – If corporate officer or LLC member or manager signs indicating his or her LLC capacity, it is nonetheless specifically understood that such individual is signing in his or her corporate or LLC capacity and as an individually liable indemnitor. **In all cases, if married, spouse must also sign; however, no missing signature shall invalidate this agreement.**

I request that Western National Mutual Insurance Company and/or any of its affiliated companies (“WNNMIC”) execute a Bond and consider executing future Bonds for the individual, company or entity identified below (“Principal”). I authorize WNNMIC or its agents to investigate my credit and Principal’s credit, now and at any time in the future, with any creditor, supplier, financial institution, or other person or entity. Authorization is hereby granted to any of the aforementioned, now and at any time in the future, to release information to WNNMIC pertaining to credit. I make the following promises so that WNNMIC will execute a Bond and consider executing future Bonds:

1. I agree that the following definitions apply: (a) Bond means (i) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by WNNMIC at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of this agreement pursuant to which WNNMIC is or may be made liable for Loss, whether or not Principal is also liable; and (ii) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; “Bonded Contract” or “Bonded Obligation” means any contract or obligation for which Surety has issued or procured a Bond, and (c) “Loss” means any payment or expense, either incurred or anticipated, by WNNMIC in connection with this Bond or this agreement, including but not limited to: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claims fees, including a claims fee charge of \$250 for each claim; penalties, interest, court costs, collection agency fees; costs related to taking, protecting, realizing upon, or releasing collateral; and attorney’s fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I agree, with Principal and all other indemnitors, to hold WNNMIC harmless from all Loss and to pay back or reimburse WNNMIC for all Loss.
3. Upon request, I agree to provide to WNNMIC collateral acceptable and adequate to WNNMIC in the event WNNMIC is required or solely deems it necessary to establish a reserve for a Loss for any Bond. The reserve for Loss may vary from time to time as WNNMIC solely deems necessary to protect itself from Loss. Cash collateral equal to the reserve for Loss may be deemed by WNNMIC to be adequate. Collateral may be held by WNNMIC until WNNMIC has determined it is no longer exposed to Loss as a matter of law, and WNNMIC may retain or sell collateral to reimburse itself for Loss. WNNMIC shall be entitled to seek specific performance of this Agreement and procedures for executing on judgments may be used to enforce WNNMIC’s decree(s) of specific performance. In the event that WNNMIC suffers a Loss, prior to being provided with collateral, WNNMIC may enforce any decree, as a money judgment (in addition to any other judgments) to reimburse itself for such Loss without further notice or motion.
4. I agree to pay WNNMIC all premiums when due from Principal according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
5. I agree that an electronic copy of this agreement shall be considered as an original and shall be admissible in a court of law to the same extent as the original agreement.
6. As security for my obligations hereunder, I grant WNNMIC a security interest in all of my assets, property and rights, wherever located and whether now owned or acquired, and all proceeds and products and substitutions and replacements thereof, including but not limited to all goods (including inventory and equipment), instruments (including promissory notes), documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, securities, contracts or contract rights, rights to the payment of money, insurance claims or proceeds, and all general intangibles. This is intended to constitute a security

agreement according to the Uniform Commercial Code (UCC) and I irrevocably authorize WNMIC to sign and file this Indemnification Agreement as a financing statement, and to file any such other financing statements from time to time, including in the name and on behalf of me, in order to perfect the security interest granted hereunder.

7. I agree that the Surety has the right to hold as a trust fund and/or as a constructive or equitable trust, all interest, title and rights in all monies due or to become due under the Bonded Contracts or Bonded Obligations, whether in possession of any Indemnitor or another Person, for the benefit and payment all obligations incurred in the performance of such Bonded Contract or Bonded Obligation for which Surety, as beneficiary, may be liable under any Bond. The trust shall inure for the benefit of Surety and this Agreement shall constitute notice of such trust.
8. I agree that WNMIC may obtain a release from its obligations as surety on a Bond whenever such release is allowed by law.
9. If a bond can be unilaterally cancelled by the surety, WNMIC may cancel a Bond by mailing notice of cancellation in the regular U.S. Mail to the obligee and to Principal, or Principal's representative, at the latest address provided to WNMIC, and I agree to accept service of notice in such manner. I designate my insurance agent as my representative and Principal's representative for such service. Unless a Bond, statute or lawful government regulation specifically provides otherwise, cancellation of a Bond shall be effective 30 days after WNMIC deposits the requisite notice of cancellation in the U.S. Mail. I WAIVE ANY CLAIM AGAINST WNMIC FOR DAMAGES which I may suffer as a result of cancellation of a Bond or any release from any obligation of WNMIC on any Bond.
10. I agree that WNMIC has the exclusive right to decide whether to pay, compromise, defend, or appeal any claim against a Bond.
11. I agree that I CANNOT TERMINATE MY LIABILITY to WNMIC created by this agreement except by sending written notice of intent to WNMIC. Written notice to terminate shall be sent to Western National Insurance Company at its home office, 5350 West 78th Street, Edina, MN, 55439-3101. I AGREE that the termination will be effective thirty working days after actual receipt of such notice by WNMIC, but only for Bonds signed and committed to by WNMIC after the effective date. Thus, I agree that I will REMAIN LIABLE to WNMIC for LOSS on BONDS SIGNED OR COMMITTED TO BY WNMIC PRIOR TO THE EFFECTIVE DATE OF TERMINATION.
12. I agree that WNMIC can bring any legal action arising out of or in any way related to any Bond or this agreement in Hennepin County, Minnesota and that Minnesota law shall govern unless WNMIC elects otherwise.
13. **I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The rights and obligations of the undersigned hereunder are joint and several in each and every respect. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.**

Individual or Company Name	Date
BY (Owner's, Officer's or Partner's Signature) X	Owner's, Officer's or Partner's Signature (Print)
Individual or Company Name	Date
BY (Owner's, Officer's or Partner's Signature) X	Owner's, Officer's or Partner's Signature (Print)
Individual's Signature X	Individual's Name (Print)
Individual Spouse's Signature X	Individual's Spouse's Name (Print)
Individual's Signature X	Individual's Name (Print)
Individual Spouse's Signature X	Individual's Spouse's Name (Print)



FRAUD NOTICES: Please review the statutory fraud notice applicable to your state

Arkansas, Louisiana, Maryland, New Mexico and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for such violation.

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee, Maine, Virginia, and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.