



# COURT BOND APPLICATION

## PRINCIPAL

NAME	<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP			
ADDRESS	CITY	STATE	ZIP	PHONE
				FAX

## INDIVIDUAL

DRIVER'S LICENSE NO. (INDIVIDUAL)	SOCIAL SECURITY No.	HOME OWNERSHIP <input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> OTHER		
EMPLOYER	POSITION		LENGTH OF EMPLOYMENT	
ADDRESS	CITY	STATE	ZIP	PHONE

## ALL APPLICANTS

NAME OF BANK	ACCOUNT NO.
ADDRESS	CITY    STATE    ZIP    PHONE

## LEGAL ENTITIES

NATURE OF BUSINESS	TAX ID NO.		
HAVE YOU EVER LOST A CIVIL SUIT <input type="checkbox"/> YES <input type="checkbox"/> NO    IF YES ATTACH EXPLANATION			
NAMES OF ALL OWNERS OF BUSINESS, RESIDENCE ADDRESS AND SOCIAL SECURITY NUMBERS			
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div>			
TYPE OF BOND UNDERTAKING	AMOUNT OF BOND UNDERTAKING	EFFECTIVE DATE	ATTORNEY REPRESENTING PRINCIPAL
NAME OF FIRM	ADDRESS	PHONE	

**Bond to be filed in the \_\_\_\_\_ court of \_\_\_\_\_ county, state of \_\_\_\_\_**

CASE NUMBER:  CCP #:	<b>IMPORTANT: ALL INDEMNITIES (ON NEXT PAGE) MUST BE SIGNED AS REQUIRED BY SURETY</b>
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**Rate Schedule**

Civil Bonds with Hard Collateral – Cashier's Check, Letter of Credit, assignment of Certificate of Deposit  
 – 2% of first \$50,000.00 with a minimum of \$250.00 and 1% over \$50, 000.00.

Civil Bonds with Soft Collateral – Real Property  
 4% with a minimum premium of \$250.00 and a minimum, non-refundable \$375.00 (check with Company) for title report and appraisal.

First year's premium is full earned upon issuance of the bond by Surety.

**Attach a copy of the court order for the bond. This is required for all court bond submissions.** In addition, copies of other court documents as well as financial statements may be required.

All collateral are subject to prior approval and qualification by the Surety. Fees may be imposed for the use of, or in conjunction with the acceptance an release of, certain forms of collateral. All fees, if any, will be disclosed to the principal prior to Surety proceeding with issuance of any bond.

Many types of bonds may require collateral. American Contractors Indemnity Company will accept the following as collateral:

1. A cashier's check made payable to *American Contractors Indemnity Company*.
2. An irrevocable Letter of Credit (ILOC) drawn on a bank acceptable to American Contractors Indemnity Company. Use of our format for the ILOC or pre-approval of the bank format is required.
3. Certificate of Deposit.
4. A Mortgage on real property located in Louisiana (call for further information).

All of the above forms of collateral are subject to prior approval and qualification by American Contractors Indemnity Company. Fees may be imposed for the use of, or in conjunction with the acceptance and release of, certain forms of collateral. All fees, if any, will be disclosed to the principal prior to Surety proceeding with issuance of the bond.

**INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.**

In consideration of American Contractors Indemnity Company referred to hereafter as "Surety," issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. Privacy Notice: All nonpublic personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
7. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
8. Unless specified by law or stated in the bond that the bond can not be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Obligee and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

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

**IMPORTANT SIGNATURE INSTRUCTIONS**

If sole owner, applicant must sign as duly authorized representative. Spouse must sign personal indemnity below.  
 If a general partnership, a authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign personal indemnity below.  
 If a corporation, the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign personal indemnity below.

**\*\*EACH SIGNATURE MUST BE NOTARIZED – see page 3\*\***

Signed, sworn to and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Principal:

Company Name (Exactly As It Appears On Bond) and Title)	X	(Principal's Duly Authorized Representative's Signature)
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Indemnitors:

X _____ (Indemnitor's Signature) (Print Name)	X	_____ (Indemnitor's Signature) (Print Name)
X _____ (Indemnitor's Signature) (Print Name)	X	_____ (Indemnitor's Signature) (Print Name)

**AGENT INFORMATION**

Name <u>Preferred Bonding &amp; Ins. Svcs.</u>	Phone <u>323.663.7814</u>
Address <u>1800 McCollum Street</u>	Fax <u>323.663.7834</u>
City & Zip <u>Los Angeles, CA 90026</u>	ACIC Producer No. <u>3057</u>

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before me, \_\_\_\_\_ a  
Notary Public, State of \_\_\_\_\_, duly commissioned and sworn,

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.

COUNTY OF \_\_\_\_\_ )

personally appeared \_\_\_\_\_  
basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_,  
before me, \_\_\_\_\_ a  
Notary Public, State of \_\_\_\_\_, duly commissioned and sworn,

personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_