

**THE**  
**BOND EXCHANGE**  

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**AND INSURANCE AGENCY**

## **Application Instructions**

- 1) Please complete all sections of the enclosed application
- 2) Be certain to sign and date the application, when applicable
- 3) Once the application has been completed, please submit it to our office via email [apply@thebond-exchange.com](mailto:apply@thebond-exchange.com) or by fax at **(877) 461-6505**

Once the application has been received by our office, you will be contacted by a representative to confirm its receipt. Please be certain to provide your preferred contact information so we can ensure your bond request is handled diligently. In most cases, **we guarantee a response with regards to approval of your bond within one business day!**

Should you have any questions regarding the completion of the application, or if you wish to speak to a representative directly, please do not hesitate to contact us at **(800) 764-7233**.

Thank you,

The Bond Exchange & Insurance Agency

# THE BOND EXCHANGE

AND INSURANCE AGENCY

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691  
(800)764-7233 Toll Free      (949)461-7000 Phone      (949)461-7725 Fax

Individual <input type="checkbox"/>		Partnership <input type="checkbox"/>		Corporation <input type="checkbox"/>		LLC <input type="checkbox"/>		LLP <input type="checkbox"/>	
Applicant Name (For partnership, give full names of partners and trade names)							Social Security Number		
Phone					Age		Marital Status		
Business Address									
Resident Address									
Occupation or Business				Years of Experience in Field		Previous Bonding Company Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Give Name			
Type of Bond					Bond Amount \$			Effective Date	
Complete Name and Address of Obligee									

### INDEMNITY AGREEMENT

The undersigned applicant and indemnitors hereby request Western Surety Company ("the Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and obtain additional information from any source, including obtaining a credit report at the time of the application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

1. To pay the usual premiums, including renewal premiums, to the Company or its agents, when due,
2. To Completely INDEMNIFY the Company from and against any liability, loss, cost, attorney's 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 the applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of the 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,
3. 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 the applicant,
4. 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,
5. The Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
6. 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,
7. 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.
8. The if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter become due under the contract, including all deferred payments and retained percentage, supplies, tools, equipment and materials due or used on the contract,
9. 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,
10. This indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota, 57104, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in for the applicant,
11. 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.

Today's Date: \_\_\_\_\_

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Indemnitor

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