

# Bivona Insurance

Group LLC

623-256-1000

## All Purpose Application

Check here if correspondence was previously sent to RLI

To: \_\_\_\_\_

From: \_\_\_\_\_

|                              |   |                  |             |                    |                                     |                                      |
|------------------------------|---|------------------|-------------|--------------------|-------------------------------------|--------------------------------------|
| <b>APPLICANT INFORMATION</b> | Applicant Name (must be exactly as it is to appear on bond) |                  |             |                    | <input type="checkbox"/> Individual | <input type="checkbox"/> LLC         |
|                              | Applicant Address   |                  | City        | State              | Zip                                 | <input type="checkbox"/> Partnership |
| Nature of Business           |   | Number of Owners |             | Business Phone No. | How long in business?               |                                      |
| <b>BOND INFORMATION</b>      |   | Type of Bond     | Bond Amount |                    | Effective Date                      |                                      |

Obligee Name & Address

**PERSONAL INFORMATION** Must be completed by Applicant, Partners, Corporate Owners/Officers and Members/Managers of LLCs. Use additional application if more than one owner (or owner and spouse).

|   |                   |                     |   |  |   |
|---|-------------------|---------------------|---|--|---|
| Individual's Name   | Percent Ownership | Social Security No. | Date of Birth   |  |   |
| Spouse's Name   | Percent Ownership | Social Security No. | Date of Birth   |  |   |
| Residence Address   | City              | State               | Zip   | Phone No.  | How long at residence? Yrs./Mos.  |
| Current Residence<br><input type="checkbox"/> Own <input type="checkbox"/> Rent | Current Value     | Loan Balance        | Ever declared bankruptcy?<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Any unpaid IRS or state tax liens?<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Any lawsuits pending against you?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |

**INDEMNIFICATION AGREEMENT**

I agree to indemnify **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information provided is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: **FIRST:** To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated and agree that such premium is fully earned upon issuance of a bond and is not refundable in the first year of coverage. **SECOND:** To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgement against the bond, including any legal fees and expenses, and a claim fee charge in the amount of \$119.40 for the first claim and \$69.44 for each additional claim. **THIRD:** To individually, and jointly and severally with Principal and all other indemnitors, agree to hold harmless and indemnify Surety from any and all liability, damages, losses, costs and expenses of every kind including attorney fees, which may be sustained or incurred arising out of the execution enforcement, procurement of release, or other action involving the application and/or issuance of any bond. **FOURTH:** To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made. **FIFTH:** That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. **SIXTH:** That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. **SEVENTH:** To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself. **EIGHTH:** That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement. **NINTH:** That I cannot terminate my liability to the Surety created by this agreement except by sending written notice by certified mail of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its home office, 9025 N. Lindbergh Dr. Peoria, IL 61615. I agree that the termination will be effective thirty working days after the actual receipt of such notice by the Surety, but only for bonds signed or committed to by Surety after the effective date. Thus, I agree that I will remain liable to the Surety for loss and expenses on bonds signed or committed to by Surety prior to the effective date of termination. **TENTH:** I agree that Surety can bring any legal action arising out of or in any way related to any Bond or this agreement in King County, Washington and that Washington law shall apply where Surety makes such election. **ELEVENTH:** This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for. **TWELFTH:** 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 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

|  |       |                         |
|--|-------|-------------------------|
| <b>X</b> _____<br>Indemnitor Signature | _____ | Indemnitor Name (Print) |
| <b>X</b> _____<br>Spouse Signature     | _____ | Spouse Name (Print)     |
| <b>X</b> _____<br>Indemnitor Signature | _____ | Indemnitor Name (Print) |
| <b>X</b> _____<br>Spouse Signature     | _____ | Spouse Name (Print)     |
| <b>X</b> _____<br>Indemnitor Signature | _____ | Indemnitor Name (Print) |
| <b>X</b> _____<br>Spouse Signature     | _____ | Spouse Name (Print)     |

|                                 |                   |      |           |         |      |       |     |
|---------------------------------|-------------------|------|-----------|---------|------|-------|-----|
| <b>AGENT/BROKER INFORMATION</b> | Agent/Broker Name | Code | Phone No. | Fax No. | City | State | Zip |
|---------------------------------|-------------------|------|-----------|---------|------|-------|-----|

|                               |  |
|-------------------------------|--|
| <b>AGENT'S RECOMMENDATION</b> | <input type="checkbox"/> We are not very familiar with this applicant.<br><input type="checkbox"/> We are familiar with applicant and are aware of no adverse information about him/her.<br><input type="checkbox"/> We know applicant very well and offer our highest recommendation. |
|-------------------------------|--|

Please see attached page for fraud warnings for all states.



|  |   |   |  |  |  |  |   |
|--|---|---|--|--|--|--|---|
| PROBATE BOND   |   | No Financial Statement necessary. Applicant must sign front of application.   |  |  |  |  |   |
| Name of Deceased or Ward   |   |   |  | <input type="checkbox"/> Deceased<br><input type="checkbox"/> Ward   |  | Is there a going business in the estate?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |   |
| Date of Birth  | Date of Death   | Date of Appointment   | Has a bond been filed in this estate before? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If Yes, do not write the bond; submit to Company for approval.)                              |  |  |  |   |
| Name and Address of Attorney (Must be Represented by an Attorney for RLI to Consider a Bond.)  |   |   |  |  | Will attorney remain throughout the estate?<br><input type="checkbox"/> Yes <input type="checkbox"/> No              |  |   |
| Name, Age and Health Status <input type="checkbox"/> Minor <input type="checkbox"/> Incompetent  |   |   | Applicant's Relationship to Deceased/Ward  |  | Applicant's Net Worth  |  |   |
| Is applicant indebted to the estate or trust? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(If Yes, explain how debt will be repaid on separate sheet.) |   |   | Who are the heirs of this estate?  |  |  |  |   |
| What is the source of guardianship funds? (If an insurance settlement, do not execute the bond; submit to RLI for approval.)   |   |   | Are guardianship funds to be used for support of ward? (If Yes, please send copy of court order authorizing monthly expenditures.) <input type="checkbox"/> Yes <input type="checkbox"/> No            |  |  |  |   |
|  |   |   | Do all interested parties agree with the principal's appointment as fiduciary?<br><input type="checkbox"/> Yes <input type="checkbox"/> No (If No, do not write the bond; submit to RLI for approval.) |  |  |  |   |
| Is the bond required on the demand of an interested person?<br><input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, by whom?                               |   |   | Assets of estate or trust (describe). Send copy of inventory if assets exceed \$300,000.   |  |  |  |   |
| Name and Address of Court  |   |   |  |  |  |  |   |
| □ □ □ □ □ □ □ □ □ □  |   | Attach all information from transfer agent.   |  |  |  |  |   |
| Serial Number and Description (Please submit a copy or sample of the form it was on.)  |   |   |  | Date of Instrument   | Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If No, to whom is it payable? |  |   |
| Are securities pledged, assigned or endorsed?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  |   | How did instrument become lost or destroyed?  |  | Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, when? To whom?  |  |  |   |
| If registered, in whose name?  |   | If a check, has payment been stopped?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, when?  |  | If a deed of trust or note, has either been involved in a lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |   |
| □ □ □ □ □ □ □ □ □ □  |   | Please include with application the court documents including the complaint and any court orders.   |  |  |  |  |   |
| Plaintiff  |   |   |  | Name and Address of Applicant's Attorney   |  |  |   |
| Defendant  |   |   |  | Name and Location of Court   |  |  |   |
| Describe Nature and Reason for Action  |   |   |  |  |  |  |   |
| □ □ □ □ □ □  |   | No Financial Statement necessary. Applicant must sign front of application.   |  |  |  |  |   |
| Annual Salary  | Will applicant sign checks?<br><input type="checkbox"/> Yes <input type="checkbox"/> No | Is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, by whom?  |  |  | Regular audits? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, by whom?                         |  |   |
| Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No              |   |   |  | Ever discharged from any employment? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If Yes, why?  |  |  |   |
| Last position held?  |   | Present Position or Title   |  | How long in present position?  |  | Applicant's Net Worth  |   |
| □ □ □ □ □ □ □ □ □ □  |   | No Financial Statement necessary. Applicant must sign front of application.   |  |  |  |  |   |
| Official Title   |   | Other or Previous Occupation  |  | <input type="checkbox"/> Elected<br><input type="checkbox"/> Appointed   | Date   | Term of Office   | Premium will be paid<br><input type="checkbox"/> Annually <input type="checkbox"/> For Term |
| □ □ □ □ □ □ □ □ □ □  |   | Financial Information needs to be completed for all financial obligation bonds (sales tax, wage and welfare, utility bonds, etc.) and for all bond requests of \$10,000 or more unless otherwise noted. Applicant may attach their own financial statement or complete information below. |  |  |  |  |   |
| <b>ASSETS</b>  |   |   |  | <b>LIABILITIES</b>   |  |  |   |
| Cash In _____ Bank _____   |   |   |  | Notes Payable _____ Bank _____   |  |  |   |
| Cash In _____ Bank _____   |   |   |  | Notes Payable _____ Bank _____   |  |  |   |
| Stocks & Bonds Consisting of _____   |   |   |  | Other Notes Payable _____  |  |  |   |
| Notes Receivable - Describe _____  |   |   |  | Accounts Payable _____   |  |  |   |
| Accounts Receivable _____  |   |   |  | Taxes Due _____  |  |  |   |
| Merchandise, Inventories, Etc. (At Cost) _____   |   |   |  | Real Estate Mortgages (Give Amount on Each Parcel)   |  |  |   |
| Real Estate (Location, Description and Appraised Value)  |   |   |  | 1. _____   |  |  |   |
| 1. _____   |   |   |  | 2. _____   |  |  |   |
| 2. _____   |   |   |  | 3. _____   |  |  |   |
| 3. _____   |   |   |  | Other Liabilities - Describe _____   |  |  |   |
| Furniture & Fixtures _____   |   |   |  | TOTAL LIABILITIES _____  |  |  |   |
| Other Assets - Describe _____  |   |   |  | Capital Stock _____  |  |  |   |
| TOTAL ASSETS _____   |   |   |  | Net Worth or Surplus _____   |  |  |   |
| Gross Sales - Two Years Ago _____ Last Year _____  |   |   |  | TOTAL LIABILITIES AND NET WORTH _____  |  |  |   |
| Net Income - Two Years Ago _____ Last Year _____   |   |   |  |  |  |  |   |