

HCC SURETY GROUP

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Civil Court Bond Application

Type of Bond/Undertaking: _____ Amount: _____
Hearing Date: _____ Case No: _____
Name of Court: _____ Code Section: _____

ATTORNEY INFORMATION:

Attorney representing principal: _____ SBN: _____
Law Firm: _____ Phone No. _____
Address: _____
City _____ State _____ Zip code _____

PRINCIPAL INFORMATION:

Name: _____ Tel. # _____
Address: _____
City: _____ State: _____ Zip Code: _____

IF PRINCIPAL IS AN INDIVIDUAL:

Social Security No. _____ Driver's License # _____ State _____
Your Net Worth _____ Date of Birth _____
Employer _____ Position/If retired, previous position _____
If self employed, explain nature of business _____
Address _____ City _____ State _____ Zip _____
Tel # (____) _____ Length of Employment/Ownership _____
Do you own a home? _____ Do you Rent? _____ Other (explain) _____

IF PRINCIPAL IS A LEGAL ENTITY:

Nature of business _____ Tax ID No. _____
Names of all owners of Business, Residence addresses and Social Security Numbers:

ALL APPLICANTS

Your Bank _____ Bank Account # _____
Bank Address _____

◆ **Attach a copy of the court order &/or judgment 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.**

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Rate Schedule

- Civil Bonds with Hard Collateral---Cashier’s Check, Letter of Credit: 2% of first \$50,000.00 with a minimum of \$250.00 and 1% over \$50,000.00.
- Civil Bonds with Soft Collateral--- Real Estate, Account Control of Stock Portfolio, Assignment of cash value of Life Insurance: 4% with a minimum premium of \$250.00.

First year's premium is fully earned upon issuance of the bond.

Many types of bonds may require collateral. HCC Surety Group and its subsidiaries may accept the following as collateral:

- A cashier’s check from our bond principal made payable to HCC Surety Group. Prior credit approval may be required.
- An Irrevocable Letter of Credit (ILOC) drawn on a bank acceptable to Surety. Use of our format for the ILOC or pre-approval of the bank’s format is required.
- A Mortgage on real property acceptable to Surety. Consideration of real estate as collateral will require payment of title and appraisal fees.

All the above forms of collateral are subject to prior approval and qualification by Surety. 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 any bond.

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

In consideration of American Contractors Indemnity Company, U.S. Specialty Insurance Company or Texas Bonding 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 an individual or sole owner, applicant must sign as duly authorized representative. Spouse must sign personal indemnity below.
If a general partnership, managing member must sign as duly authorized representative.
If a corporation, an officer must sign as the authorized representative.

Signed, sworn to and dated this _____ day of _____, _____

Applicant: _____ X _____
 (Print name exactly as it appears on bond)

Additional Indemnitors (if required):

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

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