

CONTRACTORS SHORTFORM APPLICATION

INSTRUCTIONS

Application for small contract bonds. Contact your branch office for bonds exceeding \$100,000.

If Additional Indemnitors, Please list on Separate Signature Page

Submit fully completed application and indemnity agreement (see reverse) with:

- Copy of the Contract or bid request; and
- Original Bond Forms, if being issued on Obligee's Form.

TEMPE BRANCH
 950 W. Elliot Road,
 Suite 103
 Tempe, AZ 85284
 (480) 839-6525
 (800) 513-3426
 Fax (480) 839-6164
 Fax (800) 519-3426

CONTRACTOR INFORMATION

Name as Licensed (Must be exactly as it is to appear on bond)			
Business Street Address		City	State Zip
Type of Work Performed	Normal Geographic Area of Operation		
Business Phone ()		Business Fax ()	
Please Specify Type of Business			
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership <input type="checkbox"/> Subchapter S Corporation
In Business _____ Years	No. of Owner/Officers _____	No. of Members _____	No. of Partners _____ No. of Owner/Officers _____
_____ Date Formed	_____ Date Formed	_____ Date Formed	_____ Date Formed
Business Net Worth \$		Contractors License No.	

INDEMNITOR INFORMATION

Indemnitor's Name		Social Security No.	Personal Net Worth \$
Home Street Address		City	State Zip
Spouse's Name	Spouse's Social Security No.	Home Phone ()	
Indemnitor's Name		Social Security No.	Personal Net Worth \$
Home Street Address		City	State Zip
Spouse's Name	Spouse's Social Security No.	Home Phone ()	

BOND INFORMATION

Bid Date	Anticipated Start Date	Anticipated Completion Date	Liquidation Damages
Bid Amount \$	Bid Bond Percentage \$	Performance Bond Amount \$	Payment Bond Amount \$
Number of Jobs to Complete		Total cost to Complete Work on Hand \$	
Obligee's Name			
Obligee's Address		City	State Zip
If Private Owner, Financing by:			
COMMENTS			

PRODUCER INFORMATION

Name _____	Agency Name _____
Street Address _____	City _____ State _____ Zip _____
Producer # _____	
Phone () _____	Fax () _____

Check that all questions are completely answered, and that all signatures are correctly signed. If obligee has issued a written request for bond, please attach to application. Incorrect or incomplete information may delay issuance of the bond.

Brokers and appointed agents of Developers Surety and Indemnity Company or Indemnity Company of California may submit net. All others complete agency form and submit gross premium only.

INDEMNITY AGREEMENT - READ CAREFULLY

Each of the Undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to induce Developers Surety and Indemnity Company or Indemnity Company of California (herein called Surety) to execute or procure the execution of any and all of the bonds described herein, and any extension, modification, or renewal thereof, addition thereto, or substitution therefore. Each of the undersigned further affirms and understands the bond applied for is a credit relationship and hereby authorizes Surety, or its underwriting manager, Inso Insurance Services, Inc., to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted, extended or continued.

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned hereby agree, for themselves, their personal representatives, successors, and assigns, jointly and severally, as follows:

1. To reimburse Surety, upon demand for all payments made for and to indemnify and keep indemnified Surety from:
 - a) all demands, loss, contingent loss, liability and contingent liability claim, expense, including attorney's fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship, whether or not Surety shall have paid same at the time of demand; and
 - b) to pay to Surety an initial premium upon the execution of each bond, computed on the basis of contract price, regardless of the amount of any such bond, in accordance with rates in effect at the time such bond is issued, and to pay to Surety, or receive from Surety, as the case may be, a premium computed on the difference in contract price occurring in the progress or upon completion of the project or operation for which a bond is executed.
2. Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety for loss, contingent loss, liability, and/or expense, sworn to by an officer of Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the obligation of the undersigned to reimburse Surety.
3. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal to sign any such bond or (b) any claim that other indemnities, securities, or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
4. The undersigned hereby expressly waive notice from Surety of any claim or demand made against Surety or the principal under the bond, or of any information Surety may receive concerning the principal, or bond. Surety shall have the right to decline any or all bonds herein applied for, and shall have the right to withdraw from, or cancel, or procure its release from such suretyship at any time, all without incurring any liability to the undersigned.
5. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of the instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
6. This agreement is a continuing obligation of the principal and indemnitor and may be terminated only upon written notification to Surety. Such notice shall state the effective date of such termination, which shall, in no event, be less than 30 days following receipt of such notice by Surety. No termination of this agreement shall relieve any principal or indemnitor of any obligation or liability under this agreement, or the bond, occurring during the term of this agreement, regardless of when such obligation or liability shall become known to surety.

IMPORTANT

If sole owner, applicant must sign on behalf of firm. Spouse must sign personal indemnity below.

If a partnership, two authorized partners must sign on behalf of firm. The two authorized partners and their spouses must sign personal indemnity below.

If a corporation, two corporate officers must sign on behalf of corporation. Owners of the corporation and their spouses must sign personal indemnity below.

If a Limited Liability Company, two managers/members must sign on behalf of the company. The two authorized managers/members and their spouses must sign personal indemnity below.

Signed this _____ day of _____, _____ YEAR

Firm Name _____

Print Name & Title _____

Signature _____

Print Name & Title _____

Signature _____

STATEMENT OF PERSONAL INDEMNITORS

In consideration of the execution by Developers Surety and Indemnity Company or Indemnity Company of California of the suretyship applied for, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity agreement, executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation which the suretyship applied for is given to secure.

Print Name or Names _____

Print Name or Names _____

Indemnitor's Signature _____

Indemnitor's Signature _____

Spouse's Signature _____
(If single indicate)

Spouse's Signature _____
(If single indicate)