

SUBDIVISION/PLAT SHORTFORM APPLICATION

Maintenance Property Tax Common Facilities
 Grading Maintenance Assessments Minor Projects

PRINCIPAL INFORMATION

INSTRUCTIONS

Application for small plat, minor subdivision or ancillary subdivision/plat bonds.

Submit completed application and indemnity agreement with:

Subdivision Agreement, Conditions, Planned Construction Statement or other Contract for which bond is required

Financial Statement for Principal/Entity

Personal Financial Statements of Owners

Engineers Estimate or Cost Analysis for Bonded Work

Original Bond Forms

NOT APPLICABLE IN THE STATES OF COLORADO, NEW MEXICO AND VIRGINIA

Contact Branch Manager for bonds exceeding \$50,000.

Name (Must be exactly as it is to appear on bond)				Please Specify <input type="checkbox"/> "S" Corp. <input type="checkbox"/> Individual <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Trust	
Business Street Address		City	State	Zip	Telephone ()
Date Started	Tax Identification #		Primary Business		

OWNERS

Name				Spouse's Name	
Residence Address		City	State	Zip	Telephone ()
Ownership %	Position with Applicant		SS#	Drivers License Number & State	
Personal Bank (Name and Branch)				Telephone ()	
Bank Address		City	State	Zip	

Name				Spouse's Name	
Residence Address		City	State	Zip	Telephone ()
Ownership %	Position with Applicant		SS#	Drivers License Number & State	
Personal Bank (Name and Branch)				Telephone ()	
Bank Address		City	State	Zip	

PROJECT

Project Description (Tract/Plat #, Project Name and Location)					
Type of Development	# of Units	Approximate Acreage		Completed Value	
Construction Lender			Name of Loan Officer		
Address of Lender				Telephone ()	
Prime Contractor				Telephone ()	
Contractors Address		City	State	Zip	
Work Commencement Date	Current Completion %		Anticipated Completion Date		

BOND

BONDS REQUIRED ATTACH FORMS	Type	Amount	Obligee (Agency Requiring Bond)		
	Type	Amount	Obligee		
	Type	Amount	Obligee		
Obligee Address		City	State	Zip	Telephone ()
Comments					

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 Surety an advance premium, that is fully earned, and to pay annually thereafter such annual premium for suretyship as is billed until satisfactory evidence of discharge or release of liability shall be furnished to Surety by the obligee.
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)

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.