COMPLETE APPLICABLE SECTION ON REVERSE

	Section
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Referee, Receiver, etc.	4
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CNA SURETY

www.cnasurety.com

Form 10

APPLICATION FOR BOND—ANY KIND

Individual ☐
Partnership ☐
Corporation ☐
Limited Liability Company ☐
Limited Liability Partnership ☐

By the Applicant and its owners submitting this application, CNA Surety may obtain a credit report on the applicant and the owners to confirm the information below. For new applicants, complete and sign the General Indemnity Agreement. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

Applicant Name (Exactly as shown on License or Bond) Please print or type	Social Security #	Date of Birth	Married ☐ Single ☐

Residence Address (Street and Number)	(City)	(State)	(Zip)	(Telephone #)	(Fax #)	(Email Address)

Business Address (Street and Number)	(City)	(State)	(Zip)	(Telephone #)	(Fax #)	(Email Address)

Occupation or Business	How long so engaged?	Previous Surety ☐ Yes ☐ No If yes, give name and reason for change.

Type of Bond	Amount of Bond	Effective Date

Complete Name and Address of Obligee

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
		Taxes due & accrued	
Stocks + Bonds — Describe		Notes Payable to Bank	
		Notes Payable to Others (Describe)	
Notes Receivable — Describe		Mortgage on Real Estate A	
Merchandise or Material in Stock		Mortgage on Real Estate B	
Accounts Receivable		Other Liabilities — Describe	
Real Estate, Homestead A			
Real Estate, Investment B		TOTAL LIABILITIES	
Furniture and Fixtures		Capital Stock (Paid in)	
Other Assets - Describe		NET WORTH OR SURPLUS	
TOTAL ASSETS		TOTAL Liabilities and Net Worth	

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of 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 premiums, including renewal premiums and any other charges, to the Company or its agents, when due,

(2) **To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' 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 any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of 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 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) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by 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. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party

(8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, 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) That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57103, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination

(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.

Signed this _____ day of _____, _____

_____
Signature & Business/Corporate Title

_____

_____ "Indemnitor"

_____ "Indemnitor"

_____ "Indemnitor"

Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe John Doe "Indemnitor"

Agency _____

Address _____
Street

_____
City State Zip

Agent's Code ____ ____ – ____ ____ ____ ____ ____

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _____

AGENT: **Check here if this correspondence was previously faxed or emailed to CNA Surety.** ☐

IMPORTANT NOTICE

Please discuss with the applicant the potential use of personal credit history to facilitate the underwriting review process.

INTERNAL CONTROL DATA

COMPLETE FOR ALL FIDELITY SUBMISSIONS OR FOR PUBLIC OFFICIAL OVER $150,000.

Will Applicant Sign Checks? ☐ Yes ☐ No	Is countersignature required? ☐ Yes ☐ No By Whom?	Regular Audits? ☐ Yes ☐ No By Whom?
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? ☐ Yes ☐ No	Applicant's Net Worth $	Ever Discharged From any employment? ☐ Yes ☐ No Why?

1 PUBLIC OFFICIAL BOND

NO FINANCIAL STATEMENT NECESSARY, APPLICANT SIGN APPLICATION OVER $100,000, INTERNAL CONTROL DATA SECTION OVER $150,000.

Net Worth: $	Elected ☐ Appointed ☐	Date:	Term of Office:	Premium will be paid: ☐ Annually? ☐ for term?

2 FIDELITY BOND

NO FINANCIAL STATEMENT NECESSARY. COMPLETE INTERNAL CONTROL DATA.

Title of Position	Main Sources of Organization's Funding
Purpose or Function of Organization	

3 PROBATE BOND

NO FINANCIAL STATEMENT NECESSARY.
HAVE APPLICANT SIGN THIS APPLICATION.

Name of deceased (Ward)	Date of death	Date of appointment (If over 6 months, please explain delay.)	Is applicant indebted to the estate or trust? ☐ Yes ☐ No (If yes, explain on an attached sheet.)

Has applicant had prior possession of estate assets (i.e. Power of Attorney, bank accounts, etc.)? ☐ Yes ☐ No If yes, please explain.

Name and address of attorney (If none, do not write the bond; submit it to our underwriters.)	Telephone #
Will the attorney remain involved throughout the duration of this estate? ☐ Yes ☐ No	Assets of estate or trust (describe)

Name, age, and health status of ☐ minor(s) ☐ incompetent	Applicant's relationship to ☐ deceased ☐ ward(s)	Applicant's net worth: $
Are guardianship funds to be used for support of ward? ☐ Yes ☐ No Approximately how much per month?_____ (Please send copy of court order authorizing monthly expenditures.)	What is the source of the guardianship funds? (If an insurance settlement, do not execute the bond; instead refer it to an underwriter.)	
Who are the heirs of this estate?	Has anyone objected to the applicant's appointment as fiduciary? ☐ Yes ☐ No	
Will any going business of the estate be continued or operated by fiduciary? (If yes, send a copy of court order.) ☐ Yes ☐ No	Is this bond required on the demand of an interested person? ☐ Yes ☐ No Who?	
Name and address of court:		
What is the applicant's experience in handling fiduciary responsibilities?		

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

4 ☐ REFEREE'S ☐ RECEIVER'S ☐ TRUSTEE'S BOND

NO FINANCIAL STATEMENT NECESSARY.
HAVE APPLICANT SIGN THIS APPLICATION.

Plaintiff	Name and address of applicant's attorney	
Defendant	Name and location of Court	Applicant's net worth: $

5 COURT BOND OTHER THAN 3 AND 4

HAVE APPLICANT SIGN THIS APPLICATION.

Name and location of Court	Name of Defendant
Name and address of attorney	If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action against him? ☐ Yes ☐ No If so, submit for underwriting.
Explain purpose of bond (submit copy of relevant documents)	

6 LICENSE AND PERMIT BOND

HAVE APPLICANT SIGN THIS APPLICATION.

Net worth: $	General liability insurance carried? ☐ Yes ☐ No (Give limits)	State license number assigned to applicant, if applicable: #

7 LOST SECURITIES

PLEASE HAVE APPLICANT SIGN THIS APPLICATION.

Serial Number and description (Please submit a copy or sample of the form it was on.)		Date of instrument	Payable to applicant only? ☐ Yes ☐ No If not, who is it payable to?
Are securities endorsed? ☐ Yes ☐ No	Describe manner of loss		Has notice of loss been given? ☐ Yes ☐ No When? To Whom?
If registered, in whose name?	If a check, has payment been stopped? ☐ Yes ☐ No If so, when?	If a deed of trust or note, has either been involved in a lawsuit? ☐ Yes ☐ No	Was a judgment obtained? ☐ Yes ☐ No

CERTIFICATE OF TITLE BOND

HAVE APPLICANT SIGN THIS APPLICATION.

Vehicle Make	Vehicle Model	Vehicle Year	Vehicle VIN
Is there a lien or lien holder? ☐ Yes ☐ No If yes, list and explain.			

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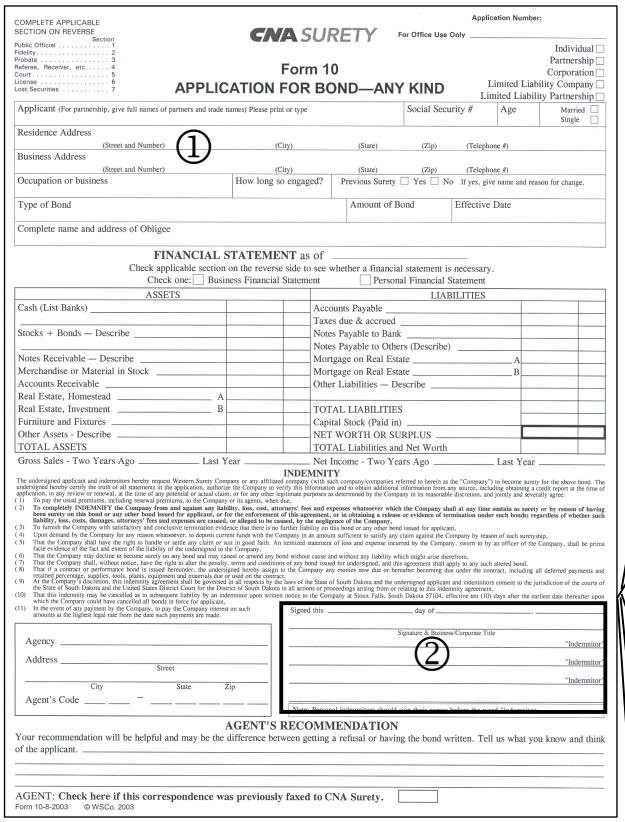
CNA SURETY
P.O. Box 5077
Sioux Falls, South Dakota 57117-5077
1-800-331-6053 FAX 1-605-335-0357
www.cnasurety.com

Guidelines for Completing and Signing a Form 10 Application For Bond—Any Kind and Form 10-E—Easy Application

CNA SURETY



COMPLETE APPLICABLE SECTION ON REVERSE

Section
Public Official 1
Fidelity 2
Probate 3
Referee, Receiver, etc. 4
Court 5
License 6
Lost Securities 7

CNA SURETY — For Office Use Only — Application Number:

Form 10
APPLICATION FOR BOND—ANY KIND

Individual ☐
Partnership ☐
Corporation ☐
Limited Liability Company ☐
Limited Liability Partnership ☐

Applicant (For partnership, give full names of partners and trade names) Please print or type | Social Security # | Age | Married ☐ Single ☐

Residence Address (Street and Number) ① (City) (State) (Zip) (Telephone #)

Business Address (Street and Number) (City) (State) (Zip) (Telephone #)

Occupation or business | How long so engaged? | Previous Surety ☐ Yes ☐ No If yes, give name and reason for change.

Type of Bond | Amount of Bond | Effective Date

Complete name and address of Obligee

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.
Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS			LIABILITIES		
Cash (List Banks)			Accounts Payable		
			Taxes due & accrued		
Stocks + Bonds — Describe			Notes Payable to Bank		
			Notes Payable to Others (Describe)		
Notes Receivable — Describe			Mortgage on Real Estate A		
Merchandise or Material in Stock			Mortgage on Real Estate B		
Accounts Receivable			Other Liabilities — Describe		
Real Estate, Homestead A					
Real Estate, Investment B			TOTAL LIABILITIES		
Furniture and Fixtures			Capital Stock (Paid in)		
Other Assets - Describe			NET WORTH OR SURPLUS		
TOTAL ASSETS			TOTAL Liabilities and Net Worth		

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company or any affiliated company (With such company/companies referred to herein as 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 to obtain additional information from any source, including obtaining a credit report at the time of 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 increased premiums as applicable, to agents, as and when due.
(2) **To completely INDEMNIFY the Company from and against any liability, loss, costs, attorneys' 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 applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of 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 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) That 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) That if a contract or performance bond is issued hereunder, the undersigned hereby assigns to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, 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) That 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 force for 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.

Signed this _____ day of _____, _____

② Signature & Business/Corporate Title

"Indemnitor"
"Indemnitor"
"Indemnitor"

Note: Personal indemnitors should sign their names before the word "indemnitor".

Agency _____
Address _____ Street
City State Zip
Agent's Code ____ ____ – ____ ____ ____ ____ ____

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _____

AGENT: **Check here if this correspondence was previously faxed to CNA Surety.** ☐

Form 10-8-2003 © WSCo. 2003

HELPFUL HINTS

a) INDIVIDUAL OR SOLE PROPRIETORSHIP—The individual or sole owner and spouse should sign Section Two ② before the word "Indemnitor". When providing financial statements, separate business and personal statements are preferable.

b) PARTNERSHIP—Each partner and his or her spouse should sign Section Two ② before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial statements, send a financial statement for the partnership along with personal statements for each partner.

c) CORPORATION—An officer should first sign Section Two ② on behalf of the corporation (indicating his/her corporate title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other owners should also sign as personal indemnitors before the word "Indemnitor" on each line. *In most cases, the owners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial information, supply a corporate financial statement along with individual financial statements and current addresses for the owners.

d) LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)—An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other members/owners/partners should also sign as personal indemnitors before the word "Indemnitor" on each line. In most cases the members'/owners'/partners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting

e) OUTSIDE INDEMNITY (Relatives, Friends, etc.)—When outside indemnity is required, the proposed indemnitors should sign Section Two ② below the applicants' signature(s) and before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. The outside indemnitors should provide their personal financial statements and current addresses.

We have examples showing five ways to sign an application.

a) INDIVIDUAL OR SOLE PROPRIETORSHIP
Complete Section One ① in the Individual's name showing the business trade name, if there is one, e.g. John Doe DBA Doe Company.

② Signed this 20th day of April, 2012

Signature & Business/Corporate Title
John Doe "Indemnitor"
Jane Doe "Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

b) PARTNERSHIP
Complete Section One ① using the full names of all partners indicating the business trade name, e.g. John Doe and James Doe DBA Doe Company.

② Signed this 20th day of April, 2012

Signature & Business/Corporate Title
John Doe "Indemnitor"
James Doe "Indemnitor"
Jane Doe "Indemnitor"
Ann Doe, Indemnitor "Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

c) CORPORATION
Complete Section One ① using the name of the corporation only, e.g. Doe Corporation, Inc.

② Signed this 20th day of April, 2012
John Doe, President

Signature & Business/Corporate Title
John Doe "Indemnitor"
James Doe "Indemnitor"
* Jane Doe "Indemnitor"
* Ann Doe, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

* In some cases the owners' spouses may also need to sign.

d) LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)
Complete Section One ① in the name of the limited liability company or partnership only, e.g. Doe Company, LLC or Doe Company, LLP.

Signed this 20th day of April, 2012

② John Doe, Manager

Signature & Business/Corporate Title
John Doe "Indemnitor"
James Doe "Indemnitor"
* Jane Doe "Indemnitor"
* Ann Doe, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

* In some cases the members/owners'/partners' spouses may also need to sign.

e) OUTSIDE INDEMNITY (Relatives, Friends, etc.)
Complete Section One ① in the applicant's name following (a), (b) or (c) above.

② Signed this 20th day of April, 2012

Signature & Business/Corporate Title
John Doe "Indemnitor"
Jane Doe "Indemnitor"
John Henry "Indemnitor"
Joseph Smith, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

NOTE: Financial statements may be submitted on the FORM 10 APPLICATION or on CNA Surety's Form #60—Financial Statement. Copies of Bank or Accountant prepared financial statements are also acceptable.

CNA SURETY

Cancellation Guidelines

To assist in understanding the numerous and diverse rules for bond cancellations, we have developed the following guidelines. There are many exceptions to the rules, so please contact your underwriting office with any specific questions.

1. First year premiums are usually considered fully earned.
2. Bonds that renew with a renewal bond or continuation certificate (in other words they're not continuous in nature) are cancellable upon the return of the original bond, renewal bond or continuation certificate. In the absence of the original renewal document, send written verification from the obligee (state, county, city, etc.) that the bond was not filed or used.
3. Many continuous bonds contain a cancellation clause which allows us to send notice of cancellation or nonrenewal to the obligee. Our notice must comply with the terms of the cancellation clause and conform to any applicable state laws. You can normally determine if there is a cancellation clause by reading the bond form.
4. Some continuous bonds **do not** contain a cancellation clause, so the only way we can cancel them is upon receipt of a letter of release from the obligee. The obligee's letter should state the principal's name, bond number, and the date our liability is considered terminated.
5. Probate Bonds usually require a court order to terminate our liability. Send us a copy of the Final Order of Discharge to cancel this type of bond.
6. Public Official Bonds written to coincide with a term of office require a signed letter of release from an official of the jurisdiction. That official must have the proper authority to release the bond.
7. Many state laws have been enacted in recent years which restrict us from effecting cancellation or nonrenewal except under specified circumstances. Providing us with a reason for cancellation is helpful for determining if we are allowed by law to do so.

Please contact your underwriting office if you would like to have any of these rules explained in more detail or if you have a question about how the above rules affect a specific bond.

P. O. Box 5077
Sioux Falls, SD 57117-5077
1-800-331-6053
Fax 1-605-335-0357

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