



INSCO XPRESS APPLICATION

INSCO INSURANCE SERVICES, INC.
 Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California

INSTRUCTIONS

Application for small contract bonds. Contact your branch office for bonds exceeding \$150,000.

If Additional Indemnitors, Please List on Separate Signature Page

Submit fully completed and signed 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.

CONTRACTOR INFORMATION			
Name as Licensed (Must be exactly as it is to appear on bond)			Contractors License No.:
Business Street Address		City	State Zip
Business Phone ()	Business Fax ()	Business Net Worth \$	
Type of Work Performed		Normal Geographic Area of Operation	
Please Specify Type of Business			
<input type="checkbox"/> Individual	<input type="checkbox"/> C Corporation	<input type="checkbox"/> LLC	<input type="checkbox"/> Partnership
<input type="checkbox"/> Sub S Corporation			
In Business _____ Years	No. of Owner/Officers _____	No. of Members _____	No. of Partners _____
Date Formed _____	Date Formed _____	Date Formed _____	Date Formed _____
Prior Bankruptcy(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please explain _____	
Current Litigation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please explain _____	
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:			
Bid Results (if applicable):		1.	\$
(include bidder's name and bid amount)		2.	\$
		3.	\$

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 and/or Indemnity Company of California (hereinafter called Surety) to execute or procure the execution of any and all of the bonds described therein, and any extension, modification, or renewal thereof, addition thereto, or substitution therefore. Each of the undersigned further affirms that he understands the bond applied for is a credit relationship, and hereby authorizes Surety or its authorized agent, Inso Insurance Services, Inc., to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted.

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 pay upon demand; and to indemnify and keep Surety indemnified from:
 - a. all loss, contingent loss, liability and contingent liability claim, expense, including attorneys' fees, for which Surety may become liable or contingently liable by reason of such suretyship, whether or not Surety has paid same at the time of demand; and
 - b. to pay Surety an advance premium for the first year or a fractional part thereof 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 or contingent 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. The parties agree that at all times the place and formation of the suretyship herein applied for and the place of performance of any and all obligations that might arise under it shall be the County of Orange, State of California.
4. 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.
5. 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.
6. 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 this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
7. If this transaction is conducted by facsimile or electronic communication, the undersigned will retain custody of the original document. In the event of any controversy over the content of this document, a facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original.
8. This agreement is a continuing obligation of the principal and indemnitor and may be terminated only upon written notification delivered by registered mail to Surety at it's home office. 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; nor shall termination of this agreement by any indemnitor in any way affect the obligation or liability of any other indemnitor or principal who has not given such notice.

In consideration of the execution by Developers Surety and Indemnity Company and/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.

Signed this _____ day of _____, _____.

IMPORTANT

If a Sole Proprietorship, applicant must sign. Applicant and spouse must sign personal indemnity below.
 If a Partnership, two authorized partners must sign on behalf of the firm. The two authorized partners and their spouses must sign personal indemnity below.
 If a Corporation, two corporate officers must sign below on behalf of firm. 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 manager/members and their spouses must sign personal indemnity below.

_____ (Company Name)	_____ (Indemnitor)
By: _____ (Name/Title)	_____ (Signature)
_____ (Signature)	_____ (Spouse's Signature)
By: _____ (Name/Title)	_____ (Indemnitor)
_____ (Signature)	_____ (Signature)
	_____ (Spouse's Signature)

AGENCY	CONTACT PERSON	PHONE	PRODUCER CODE
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