Fax Application to: (877) 577-1722, or Email to: bonds@sanguinettico.com, Or Mail to: Sanguinetti & Co. Ins., 7337 Pacific Avenue, Stockton CA 95207-1924



# MULTI APP

HCC Surety Group 601 S. Figueroa Street Suite 1600, Los Angeles, California 90017

Application for License, Permit and Miscellaneous Bonds Bonds of \$50,000.00 or more use General Indemnity Agreement

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Your Email:

### IMPORTANT: PAGE TWO CONTAINS LEGAL OBLIGATIONS. READ CAREFULLY & SIGN.

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

In consideration of American Contractors Indemnity Company and/or U. S. Specialty Insurance Company referred to hereafter as "Surety," issuing the bond applied for, or any bond(s) in substitution for or in succession of the said bond(s), or any increase or extension of time of the said bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, 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. The undersigned hereby grants the Obligee the authority to release to the Surety and its authorized representatives, any and all relevant information necessary for the underwriting of this bond.
- 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. ASSIGNMENT As security for the performance of all the provisions of this agreement, effective as of the date of this agreement, the undersigned hereby assign, transfer, pledge and convey to Surety all of their right, title, interest and estate in and to all real and personal property which the undersigned now own or hereinafter acquire, including all income and receipts therefrom and increases and appreciation thereon, said assignment to include but not be limited to:
  - A. Any and all sums due or which may hereafter become due under any contract and all other sums due or to become due on all other contracts, in which any of the undersigned have an interest.
  - B. All rights arising out of notes, accounts receivable, and any claims of any kind and court actions.
  - C. Any and all undisbursed loan funds, deposit accounts or interest reserve accounts to which the undersigned may be entitled, and any and all collateral for the undertakings given by the undersigned in connection with any contract.
- 7. The Surety may, at its option, file or record this agreement or any other document executed by any or all the undersigned, individually or jointly, in connection with the application, issuance or execution of any bond or bonds, or renewal thereof, coming within the scope of this instrument as: a security agreement or as part of a financing statement or, as notice of its prior interest and assignment under the provisions of the Uniform Commercial Code or any other statute, ordinance or regulation of any jurisdiction or agency. The filing or recording of such document shall be solely at the option of the Surety. The failure to so file shall not release or discharge any of the obligations of the undersigned under this agreement. A copy or other reproduction of this agreement or of any other documents filed or recorded by the Surety, is sufficient as a financing statement, security agreement or notice of prior interest under this agreement.
- 8. 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.
- 9. The obligations of the undersigned are in addition to and cumulative of all other 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.
- 10. 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 sole owner, applicant must sign as duly authorized representative. Spouse must sign personal indemnity below. If a general partnership, an authorized partner must sign as duly authorized representative. All authorized partners and spouses must sign personal indemnity below. If a corporation, the president must sign as the authorized representative. All stockholders of 10% or more and spouses must sign personal indemnity below. \*\*EACH SIGNATURE MUST BE NOTARIZED - see page 3\*\* Signed, sworn to and dated this \_\_\_\_ day of Principal: X (Principal's Duly Authorized Representative's Signature and Title) Х (Principal's Duly Authorized Representative's Signature and Title) Company Name (Exactly As It Appears On Bond) Indemnitors: X (Indemnitor's Signature) (Indemnitor's Signature) (Print Name) (Print Name) Χ. (Indemnitor's Signature) (Indemnitor's Signature) (Print Name) (Print Name)

To reach the branch closest to you, CALL 800-787-3896

State of		
County of		
On before me,		
Date	Here Insert Name and Title of the	ne Officer
personally appeared	Name(s) of Signer(s)	
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I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of	that the foregoing
WITNESS my hand and official seal.		
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Signature	(Seal)
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## AMERICAN CONTRACTORS INDEMNITY COMPANY

#### PERSONAL FINANCIAL STATEMENT NOT TO BE USED FOR BUSINESS STATEMENTS.

To induce COMPANY to become surety for the Undersigned, or to accept the Undersigned as Indemnitor, the Undersigned submits the following Financial Statement

Personal financial statement of SS. NO. (Name) (Street Address, City, State, Zip) \_\_\_\_\_ BUS. PHONE NO. ( ) \_\_\_\_ HOME PHONE NO. ( )\_\_\_\_\_ NAME OF SPOUSE AS OF \_\_\_\_\_ \_\_\_\_,\_\_\_\_ (Date) CURRENT ASSETS **CURRENT LIABILITIES** Cash on hand (not in bank) ..... Notes payable to (names and addresses): Cash in following banks (names and addresses): Sales Contracts & Chattel Mtgs. (Sch. 6) . . . . . Accounts receivable (Schedule 2)..... Current portion of long term debt ..... Other current assets (Schedule 6) Other current liabilities (Schedule 6) . . . . . . . Current Year's Income Taxes Unpaid ..... Prior Year's Income Taxes Unpaid ..... Real Estate Taxes Unpaid ..... TOTAL CURRENT LIABILITIES TOTAL CURRENT ASSETS FIXED ASSETS LONG TERM LIABILITIES Real estate (Schedule 4): Real estate debt (Schedule 4): Cash value of life insurance (Schedule 5) ..... Borrowed on life insurance (Schedule 5) ..... Other assets and investments (Schedule 6) ..... Other long term debt (Schedule 6) . . . . . . . . TOTAL LONG TERM LIABILITIES TOTAL FIXED ASSETS NET WORTH TOTAL LIABILITIES AND NET WORTH TOTAL ASSETS

CONTINGENT LIABILITIES

FOR ENDORSEMENTS OR GUARANTEES \$\_\_\_\_\_FOR OTHER PURPOSES \$\_\_\_\_\_

GIVE DETAILS

#### 1. STOCKS AND BONDS

Name of Security	No. Shares	If any pledge, State to Whom and for What Purpose	Dividends Paid Last Two Years	Market Value	Book Value
		•	TOTALS	\$	\$

#### 2. ACCOUNTS RECEIVABLE

Name and Address (street and city) From Whom Due	For What is it Due	When Sold	When Due	Amount
				ф.
			TOTAL	\$

#### 3. NOTES RECEIVABLE

Name and Address (street and city) From Whom Due	For What Due	How Secured	Date	Maturity	Amount
				TOTAL	\$

#### 4. REAL ESTATE

Description of Property	Title in Name of	Market Value	Cost	Date Acquired	Amount Encumbrance	Monthly Payments	Monthly Income
		TOTAL					

#### 5. LIFE INSURANCE – CASH VALUE

Name of Company	Policy Number	Name of Insured	Beneficiary	Face Value	Cash Value	Amount Borrowed

#### 6. OTHER ASSETS AND LIABILITIES

Other Current Assets (itemize)	Other Current Liabilities (itemize)	Amount

The information contained in this statement is provided for the purpose of obtaining, or maintaining credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either severally or jointly with other, execute a guaranty in your favor. Each undersigned understands that you are relying on the information provided herein (including the designation made as to ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of a change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the statements made herein, and to determine my/our credit worthiness. You are authorized to answer questions about your credit experience with me/us.

Signature	
S.S. No	Date of Birth

Signature \_\_\_\_\_\_\_ Date of Birth\_\_\_\_\_