



## XPEDITE BOND APPLICATION

(For contract bonds up to \$2.5 million; Bonds below \$750,000 may be credit-only based)

Any person who knowingly makes a false representation in this application is subject to criminal and civil penalties as well as the rejection of support for any bond requests made.

### Applicant Info

Principal's Name (In whose name as it will appear on the bond)		Tax ID No. / SS#	
Principal's Name (Extra information if needed)		Phone #	
Principal's Business Address		Fax #	
Principal's Residence Address		Own	Related Party?
Prior Address (If Less Than 3 Years)		Rent	

### Basic Underwriting Information

Account Classification						
Individual(s)	Proprietorship	Partnership	Corporation	S Corporation	LLC or LLP	Other ( Specify)
Occupation or Nature of Business					How Long in Business?	
<p><b>Please mark "Yes" or "No" to the following questions:</b></p> <ol style="list-style-type: none"> <li>1. Yes No - Do you have other bonds with any AmTrust surety company?</li> <li>2. Yes No - Have you or any business you have been involved with filed for bankruptcy?</li> <li>3. Yes No - Have you ever failed in business?</li> <li>4. Yes No - Do you, or your company have unpaid tax obligations?</li> <li>5. Yes No - Have you ever had a claim against a bond?</li> <li>6. <u>Within the last 5 years, have you or any company you owned:</u> <ol style="list-style-type: none"> <li>a. Yes No - Had a lien filed against you or a company you had ownership in &gt; \$1000?</li> <li>b. Yes No - Had a judgment awarded against you or a company you had ownership in &gt; \$1000?</li> <li>c. Yes No - Had any bill owed by you referred to a collection agency (other than medical) &gt; \$1000?</li> <li>d. Yes No - Had any bills over 90 days past due (other than medical)?</li> <li>e. Yes No - Been in business under any other names?</li> </ol> </li> </ol> <p style="text-align: right;"><b>Note:</b> <i>Please explain all "yes" responses on a separate sheet and advise the current status (if applicable)</i></p>						
Name and Branch of Bank (Business)			Name and Branch of Bank (Personal)			
Address			Address			
Line of Credit Amount			Line of Credit Amount			
Bank Contact Name & Phone			Bank Contact Name & Phone			

*The Applicant(s) and the Indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances as asserted, all other items on any balance sheet or income statement furnished until all liability of Surety for any obligations expire. The assigned underwriter may request additional information after review.*

### Ownership Information

Name of Owner No. 1	% Owned %	Residence Address	Social Security No.
Name of Spouse of Owner No. 1		Spouse No. 1 Social Security No.	Owner e-mail: Spouse e-mail:
Name of Owner No. 2	% Owned %	Residence Address	Social Security No.
Name of Spouse of Owner No. 2		Spouse No. 2 Social Security No.	Owner e-mail: Spouse e-mail:

**PROJECT INFORMATION**

Obligee (Bond Payable To): \_\_\_\_\_

Address: \_\_\_\_\_

Legal Project Name (including any identifying numbers): \_\_\_\_\_

Job Location: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Estimated Start Date: \_\_\_\_\_

Work On Hand As Of: Date \_\_\_\_\_ \$ \_\_\_\_\_

Est. Completion Date: \_\_\_\_\_

Penalties/Damages: \$ \_\_\_\_\_

Specific Bond Forms? Yes (attach form) No

Retainage: \_\_\_\_\_ %

Warranty Period: \_\_\_\_\_

Covered By Manufacturer? Yes No

Job Breakdown: Labor: \_\_\_\_\_ % or \$

Materials: \_\_\_\_\_ % or \$

Subcontracts: \_\_\_\_\_ % or \$

Profit: \_\_\_\_\_ % or \$

List Major Subcontractors	Amount	Sub Bonded?
_____	\$ _____	Yes No
_____	\$ _____	Yes No
_____	\$ _____	Yes No

Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Special Hazards: \_\_\_\_\_



**BID BOND INFORMATION**

Bid Date and Time: \_\_\_\_\_ / \_\_\_\_\_ Estimated Bid: \$ \_\_\_\_\_

Bid Bond Amount: \_\_\_\_\_ % or \$ Bid Opening Location: \_\_\_\_\_

Bid Bond Details: \_\_\_\_\_

**PERFORMANCE & PAYMENT BOND INFORMATION**

Contract Date: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

Performance Bond Amt: \_\_\_\_\_ % Payment Bond Amt: \_\_\_\_\_ %

Notes: \_\_\_\_\_



**BID RESULTS**

Low Bidder: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

2nd Bidder: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

3rd Bidder: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

Do you expect to be awarded the contract? Yes No

Comments:

**NOTE: Please attach a copy of the bid specs or contract. Failure may result in the delay of delivery of the bond.**

## Largest Job References

Owner/Obligee: _____	Date Completed: _____	Contract Price:\$ _____
Description: _____		Gross Profit %: _____ %
Owner/Obligee Contact: _____		Phone: _____
Owner/Obligee: _____	Date Completed: _____	Contract Price:\$ _____
Description: _____		Gross Profit %: _____ %
Owner/Obligee Contact: _____		Phone: _____
Owner/Obligee: _____	Date Completed: _____	Contract Price:\$ _____
Description: _____		Gross Profit %: _____ %
Owner/Obligee Contact: _____		Phone: _____

WORK IN PROGRESS							
Job Description	Start Date	Contract Amount	Estimated Costs	Total Billed to Date	Total Cost to Date	Total Revised Est. Cost to Complete	Estimated Completion Date

Totals:

Are any of the above projects bonded?      Yes              No              If YES, please specify which and who the surety was:

**IMPORTANT – READ INDEMNITY AGREEMENT AND SIGN ON FOLLOWING PAGE**  
**Indemnity Agreement**

The undersigned hereby declares the truth of the representations herein, and that they are made to induce Developers Surety and Indemnity Company, (hereinafter called Surety) to issue the Bond(s) applied for. The Undersigned hereby further agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein 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), the Undersigned hereby agrees:

- (1) To hereby authorize the Surety to make any pertinent inquiries as may be necessary from financial institutions, persons, credit vendors, firms and corporations in order to confirm and verify information referred to or listed herein;
- (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter;
- (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s);
- (4) To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from all demands, losses, costs, damages and expenses, including attorney's and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s);
- (5) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s) unless the Undersigned shall in writing request the Surety to litigate such claim and shall deposit immediately with the Surety collateral satisfactory to the Surety in kind and amount;
- (6) That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the propriety thereof and of the liability of the Undersigned therefore to the Surety;
- (7) The Undersigned further agrees to reimburse the Surety for all expenses, counsel and attorney fees incurred by the Surety; in enforcing any provision of this agreement; and to deposit money as requested by surety to cover any claim or expense;
- (8) That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.
- (9) To waive notice from Surety of any claim or demand made against Surety or the principal under the Bond(s), or of any information Surety may receive concerning the principal or Bond(s).

Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of execution of the above mentioned Bond(s) pursuant to certain promises, and agreements made by the Undersigned.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

# Signatures

Note: Owners must sign individually and in their company capacity. For the purposes of this application, a facsimile signature is the same as an original.  
A notary acknowledgement for each individual signature is not required when DocuSign is used.

If Applicant(s) is (are) an **INDIVIDUAL(S)**, sign here:

BY: _____ Witness	BY: _____ Print Name:
BY: _____ Witness	BY: _____ Print Name:
BY: _____ Witness	BY: _____ Print Name:
BY: _____ Witness	BY: _____ Print Name:

If Applicant is a **PROPRIETORSHIP**, sign here: \_\_\_\_\_  
Name of Proprietorship

BY: _____ Witness	BY: _____ Print Name:
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If Applicant is a **PARTNERSHIP**, sign here: \_\_\_\_\_  
Name of Partnership

BY: _____ Print Name:	BY: _____ Print Name:
BY: _____ Print Name:	BY: _____ Print Name:

If Applicant is a **CORPORATION**, sign here: \_\_\_\_\_  
Name of Corporation

Attest: _____ Secretary	BY: _____ Print Name:
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If Applicant is a **LIMITED LIABILITY COMPANY**, sign here: \_\_\_\_\_  
Name of Limited Liability Company

Attest: _____	BY: _____ Print Name:
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**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ **(Seal)**