

Complete this page for Aggregate Programs in excess of \$350,000, up to \$700,000

49. Contractor's Company Name _____

50. FINANCIAL DATA Please submit the following:

- Business Financial Information for (C) Corporations, (S) Corporations, and LLCs:** Provide the company's latest CPA prepared fiscal year-end financial statement. If a CPA prepared financial statement is unavailable, provide the company's in-house prepared fiscal year-end financial statements along with the company's most recent tax return
- or
- Business Financial Information for Sole Proprietorships and Partnerships:** Provide the company's latest CPA prepared fiscal year-end financial statement. If a CPA prepared financial statement is unavailable, provide the company's in-house prepared fiscal year-end business financial statement and a copy of Schedule C from the owners' most recent personal tax returns.
- and
- Personal Financial Statements and Certificates of Insurance** Provide a copy of each owner's personal financial statement. Include supporting bank and marketable securities statements for verification purposes

EXPERIENCE DATA

List the three largest contracts completed in the last five years:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	Year Completed	Final Gross Profit
51. _____			\$ _____		\$ _____
52. _____			\$ _____		\$ _____
53. _____			\$ _____		\$ _____

List the two largest jobs you presently have underway, giving the following information:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	% of Completion	Estimated Gross Profit	Date to be Completed
54. _____			\$ _____		\$ _____	
55. _____			\$ _____		\$ _____	

OPERATIONS DATA

56. • Type of trades you perform: _____
57. • Current Bank Line Amount: _____ Amount Outstanding _____

GENERAL DATA

Disputes, Financial Difficulties, Problems, Etc.

	Company	Any officer, owner or partner
58. a. Failed in business or declared bankruptcy?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
59. b. Failed to complete a job or been assessed with delay damages?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
60. c. Been in a claim with a Surety or denied bonding?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
61. d. Been involved in any lawsuits or disputes in the last 5 years?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
62. e. Do you have any corporate or personal assets Held in trust or escrow accounts?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
63. f. Are any business or personal interests restricted or pledged for any purpose (i.e. collateral for a loan, etc.)?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
64. g. Were you bonded in the past – by whom?.....	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

65. **Explain all "yes" answers fully below or attach explanation.**

INDEMNITY AGREEMENT – READ CAREFULLY

Each of the undersigned Principal(s) and Indemnitor(s) hereby affirms that the foregoing statements made and answers given are the truth and are made to induce Hudson Insurance Group (herein called Surety), its successors and assigns, to execute or procure the execution of any and all 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, to gather such credit information Surety considers necessary and appropriate for purposes of evaluating whether such credit should be granted, extended or continued. Bonds shall be defined as any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship executed or committed to by Surety on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto. IN CONSIDERATION of the execution of such bonds, 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 all attorney's fees (in house and outside counsel) and any and all costs, for which Surety is or may 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 initial premium upon the execution of each bond, computed on the basis on contract price, regardless of the amount of any such bond, in accordance with rates in effect at the time such bond is issued, and to pay Surety, or receive from Surety, as the case may be, a premium computed on the difference in contract price occurring in the progress or upon completion of the project or operation for which a bond is executed.
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(s) 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(s) under the bond, or of any information Surety may receive concerning the Principal(s), 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 Agreement, 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(s) and Indemnitor(s) 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, regardless of when such obligation or liability shall become known to Surety.
7. The Principal(s) and Indemnitor(s) hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Principal(s) and Indemnitor(s) assigned, transferred and set over to the Surety in this Agreement, and in the name of the Principal(s) and Indemnitor(s) to make, execute and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Principal(s) and Indemnitor(s) hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact. Indemnitor(s) agree(s) that Surety may at any time it deems necessary take whatever steps Surety deems necessary to protect its interests, including but not limited to filing liens, mortgages and any other document that will protect Surety's interests.
8. A facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
9. If a claim or demand for performance of any obligation under any bond is made against Surety, undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respects to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorney's fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of the obligations imposed by this paragraph.
10. Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any bond shall be paid, compromised, defended prosecuted or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, undersigned agree to be conclusively bound by Surety's determination.
11. This agreement may be executed on one or more counterparts, each of which will be deemed to an original copy of this agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

IF PRINCIPAL IS:

SOLE PROPRIETORSHIP, owner must sign as principal, also the owner and spouse must sign individually.
PARTNERSHIP, one authorized partner must sign for principal. Also, all authorized partners and their spouses must sign individually.
CORPORATION, President must sign for principal. Also stockholders or corporation owing 10% or more and their spouses must sign individually.
LLC, the managing member must sign on behalf of LLC. Also all authorized managers/members and their spouses must sign individually.

Signed this _____ day of _____, 20_____

PRINCIPAL NAME:

 Type or Print Principal Name

Signature: _____

 Type or Print Name & Title

STATEMENT OF PERSONAL INDEMNITORS

In consideration of the execution by Hudson Insurance group, each of the undersigned, jointly and severally, agrees to be bound by all the terms of the foregoing Indemnity Agreement, executed by the applicant, as fully as though each of the undersigned were the sole applicants named herein, and admit to being financially interested in the performance of the obligation which the suretyship applied for is given secure.

 Type or Print Name of Individual Indemnitor

X _____
 Signature

 Type or Print Name of Individual Indemnitor

X _____
 Signature

 Type or Print Name of Individual Indemnitor

X _____
 Signature

 Type or Print Name of Individual Indemnitor

X _____
 Signature

Duplicate this page if additional Indemnitors signatures are required

Agent Name	
Address	
Phone # ()	fax # ()

CREDIT AUTHORIZATION

Each Indemnitor authorizes Hudson Insurance Company and/or Allegheny Surety to obtain information from third parties, including personal credit reports, in connection with the Surety's underwriting and each Indemnitor's compliance with Indemnity Agreements, bonded contracts and bonds. Each Indemnitor releases such third parties from liability resulting from the provision of such information.

Fraud Notices: Please review the statutory fraud notice applicable to your state.

Arizona: For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Arkansas, Louisiana, Maryland, New Mexico and West Virginia: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia: Any person who knowingly presents false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

Tennessee, Maine, Virginia, and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime

New Jersey: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

New York: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for such violation.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing and materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties

Oklahoma: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Ohio: 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