Phone:



Principal/Company Name:

Surety & Fidelity Bond Department, PO Box 5900, Madison, WI 53705

Ilico ALL PURPOSE SMALL CONTRACTOR APPLICATION

Single Contract Price to \$350,000, Aggregate Program limit to \$500,000
Aggregate programs excess of \$350,000 require FYE business financial statements or tax returns and personal financials If the business statement is more than six months old, a current interim statement may be required

Full Address: (No., Street, City, State, Zip)									₋icense	No.			
Type of Company: Sole Proprietorship Partnership (S) Corporation C Corporation LLC Tax ID Number														
Year Started: How many years under current ownership?														
Primary Type of Work Perfo	ormed:	•		•										
Usual Territory of Operation domiciled state and 150 mil	ns within yo													
Largest contract completed	in the last	3 years -	Contrac	t Price	\$				Gross	s Profit	\$			
Largest contract currently u						Gros		Φ.	•		%	. mlata		
Price: Current Work on Hand	No of Jobs	ş.	\$	Remair	nina C	Profi	Comple	\$ ete	\$		Con	plete		
Outlett Work of Frank	140 01 0003	o.		Iteman	mig C	2031 10	Compi	,ic	Ψ					
OWNER(S)/INDEMNITORS Indemnitors authorize Cap- indemnitors credit and Prin institution, consumer credi	itol Indem ncipal's cr	nity Corp edit, now	oration and at	and/or F any time	Platte in th	River	r Insura	nce C	Compa	ny or it	s age	nts to in	vestiga	ate
1.) Name:														
Address (No/Street/City. /S	tate/Zip)													
Social Security Number:							% of	Busin	ess Ov	vnershi	o:			
Married: Yes No	Spouse/E Partner:	Domestic					Soc. Se	ec. #				% Own	ership	
2) Name														
2.) Name: Address (No/Street/City. /State/Zip)														
Social Security Number:	•					% (of Busin	ess O)wnersł	nip:				
Married: Yes No	Spouse/E Partner:	Domestic					Soc. Se	ec. #				% Own	ership	
PLEASE REFER TO THE ATTACHED EXCLUSION LIST BEFORE SUBMITTING A REQUEST.														
FLEASE REFER TO THE ATTACHED EXCLUSION LIST BEFORE SUBMITTING A REQUEST.														
BOND REQUEST		. —	D (•	•						
Bond Type: (check one)	Bid Bo	ond <u> </u>		ance Bo			erformai		Payme oly Bond			tenance E	Rond	
Bond Form:	Surety	_	AlA	_	•	ch cop		Feder				ch copy)	oriu	
Obligee Name:		y CO	ΛΙΛ	State	<u>(allal</u>	crr cop	<u>/y</u> / <u> </u>	i euei	iai <u>L</u>	_ Other	<u>(alla</u>	<u>ыт сору</u>)		
Obligee Full Address:														
Job Description:														
Job Location: (City & State)										\mount	Subc	ontracted	\$	
Bid Bond % or Dollar Ame						Bid	Date:			Amount	Subc	<u>Onliacieu</u>	μ	
Total Amount of Contract B		\$						d Rid	l Data					
Anticipated Start Date:														
Liquidated Damages: Warranty/Maintenance Period: (Not to exceed 1 year)														
Does the contract include option extensions: Yes No If "Yes" how many/until when?														
Performance Bond Percent				ent Bond	-			y, a			ond P	ercentage	·	
	nd No.		_ i ayiii	Low \square	Not I		Bond	No		appiy D			lot Low	<i>y</i>
Glatas of Frior Dias. Doi	IG INO.				INOLI	LUW	Dona	INU.			<u> </u>		IOL LOW	v

Final Bonds - Contract Award:

Total Contract	Price:	\$	Contract	t Date: (date signe	d)		
Bid Results:	Low	\$ 2nd \$			3rd	\$	
Performance I	Bond Amt:	\$ Payment Bo	nd Amt:	\$	Su	pply Bond Amt:	\$

Please attach a sheet with an explanation for any "Yes" responses.

Have you ever been bonded before? If "Yes", by whom and wl	hy are they not providing bonds for you now?	
Do you have any open bonds with another surety currently?yes n	0	
If yes, please list with amounts and what % they are complete on a separ	rate piece of paper.	
Are you or any business in which you are involved, currently in litigation of	or is litigation pending?	☐ No
Are any current jobs in dispute or have had liens filed against them?	☐ Yes	☐ No
Are you or any business in which you are involved currently delinquent in	n the payment of taxes?	☐ No
Have you or any business you were involved with ever filed for bankrupto	cy?	☐ No
Has this company or a prior company, any officer, owner or partner cause	ed a loss or expense to a Surety?	☐ No

INDEMNITY AGREEMENT - READ CAREFULLY

By signing this Indemnity Agreement ("Agreement") Principal and each of the undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and made to induce **Capitol Indemnity Corporation and/or Platte River Insurance Company**, their successors and assigns (hereinafter "Surety") to issue bonds on behalf of Principal or other Indemnitor (collectively "Bonds") The term Bonds includes any bond issued before, on, or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors and assigns:

1. To fully reimburse, indemnify and hold harmless Surety against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature (collectively "Loss"), which Surety incurs or for which it may become liable as a consequence of issuing the Bonds, regardless of whether the Surety has actually received a claim or paid any amount. 2. To pay the Surety the initial, fully earned premium and all subsequent renewals, extensions or modifications until the Surety is provided with written evidence, satisfactory to the Surety, that its liability on such Bond(s) has been discharged or terminated as a matter of law. 3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the Surety attesting to the Loss shall be prima facia evidence of Loss. 4. If for any reason the Surety shall be required or at its option and in its sole discretion shall deem it necessary to obtain additional collateral to cover any claim, demand, liability, expense, suit, order, judgment or adjudication under or on any Bonds(s) or for any other reason whatsoever, the Undersigned will immediately upon demand deposit with Surety an amount of money or collateral in an amount sufficient to cover any increase thereof, or for any payment or compromise of any liability, claims, demands, judgment, damages, fees and disbursements or other expenses; and, the Undersigned, in the event of their failure to comply with such demand, hereby authorize and empower any attorney of any court of record of the United States or any of its territories or possessions, to appear for them or any of them in any suit by Surety and to confess judgment against them or any of them for any sums of money so paid or for which the Surety is obligated, together with any and all costs, interest and fees including attorney's fees; such judgment, however, to be satisfied upon the payment of any and all such sums as may be found due from the Undersigned to Surety under the terms of this Agreement. The authority to confess judgment as set forth herein shall not be exhausted by any single use thereof, but may be exercised from time to time and more than one time until all liability of the Undersigned to Surety shall have been paid in full. Demand shall be sufficient, whether or not actually received, if sent by registered or certified mail to the Undersigned at the address or addresses given herein or last known to Surety. 5. All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated. 6. To secure Indemnitors duties and obligations to Surety Indemnitors, upon surety's declaration of principal's default assign to Surety all right and title to and interest in amounts due under the Obligation and under all other bonded and unbonded contracts, all agreements, notes, accounts or accounts receivable in which Indemnitors have any interest, and all subcontracts under Obligation. 7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to Principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of the Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact. 8. Indemnitors, jointly and severally, do hereby assign, transfer and convey to the Surety all of their right, title, interest and estate in and to all of their property, real, personal or mixed, in which the indemnitors presently have, or may hereafter obtain. Such assignment to be effective as of the date hereof. 9. Upon submission of the Application and until full satisfactory performance of the Obligation and exoneration of the Bonds, Surety may freely access, examine, copy and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these records to furnish Surety any information requested in connection with any transaction. 10. Each Indemnitor agrees he, she or it is bound to every obligation in the Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under this Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement. 11. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to the Indemnitors. 12. As used in the Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.

13. A facsimile, photocopy, electronic or optical reproduction of this Agreement shall be admissible in a court of law with the same force and effect as the original. 14. Indemnitors agree that this Agreement is a continuing obligation of the principal and Indemnitors. Indemnitors may notify the Surety of their intent to withdraw from this Agreement by sending written notice, by certified or registered mail to the Surety at P.O. Box 5900, Madison, WI 53705-0900. Indemnitors agree withdrawal shall be not less than thirty (30) days after actual receipt of such notice and only for Bonds executed or authorized by Surety after the effective date. Indemnitors agree they remain liable to Surety for any and all Bonds executed or authorized by Surety prior to the effective date of such withdrawal. 15. Surety may decline to execute any Bond(s) applied for without incurring liability to the Indemnitors. 16. This Agreement shall constitute a Financing Statement and/or a Security Agreement for the benefit of the Surety; all in accordance with the provisions of the laws of every jurisdiction; but the filing or recording of this Agreement shall be solely at the option of Surety and the failure to do so shall not release or impair any of the obligations of the Indemnitors under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of Surety under this Agreement or otherwise.

THE UNDERSIGNED ACKNOWLEDGE THEY HAVE CAREFULLY READ AND UNDERSTAND THE FOREGOING INDEMNITY PROVISIONS AND ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS THEREIN

Signed this	day of	2	
Principal/Company Name:		Authorized Signature:	Print Name & Title:

Please Sign Below

If Applicant is a Corporation, an authorized Officer signs.

If Applicant is an LLC, an authorized manager or member signs.

ALL owners must also sign as Individual Indemnitors

If an Individual or Sole Proprietorship - sign as an Individual Indemnitor
If a Partnership, all Partners sign

(Note: In most cases, spouses/domestic partners are also required to sign as Individual Indemnitors)

Corporate Indemnity

If Applicant is a PARTNERSHIP, CORPORATION or LLC:

Company Name (if Applicable):	
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):

INDIVIDUALS as Indemnitors:

Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:
Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:
Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:
Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:

REQUIREMENTS

The following is applicable to Construction Contract projects and Commercial Contract projects.

COMMERCIAL CONTRACT PROJECTS ARE DEFINED AS SERVICE, SUPPLY, SUPPLY AND INSTALL CONTRACTS

Experience:

The nature of the work to be performed is consistent with the knowledge and experience of the principal's present organization and the usual/primary work performed by the organization.

Territory:

The contract is located in the state the principal is located in and within 150 miles of their location.

All projects must be in the fifty United States and the District of Columbia.

Multi-Year Contracts:

Multi-year contracts will not be considered unless the Obligee agrees to accept an annual bond or provides a bond form that contains annual language.

FRAUD STATEMENT:

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 and subjects that person to criminal and civil penalties.

(Not applicable in AL, AR, CO, DC, FL, KY, KS, LA, ME, MD, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA and WV).

APPLICABLE IN: AL, AR, DC, LA, MD, NM, RI AND WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD only.

APPLICABLE IN: CO

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 policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder 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.

APPLICABLE IN: FL AND OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL only.

APPLICABLE IN: KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

APPLICABLE IN: KY, NY, OH AND PA

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 subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY only.

APPLICABLE IN: ME, TN, VA AND WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME only.

APPLICABLE IN: NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

APPLICABLE IN: OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

APPLICABLE IN: VT

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

EXCLUSIONS

The Small Contractor Bond Program excludes the following:

- Projects where time for completion exceeds 12 months
- Projects where the maintenance / warranty period exceeds 12 months
- · Subdivision bonds, site bonds and completion bonds whether for residential or commercial projects
- Contracts/projects where the subcontracted portion exceeds 25% of the contract price.
- Projects where the bid spread exceeds 10% and \$15,000
- Projects that include delay damages greater than \$1,000 per day
- Dual or multiple Obligee bonds
- Demolition projects or bridge painting
- · Boat construction of any kind
- Hazardous materials/environmentally sensitive projects of any kind including closure/post closure bonds, reclamation bonds, asbestos abatement, lead paint exposures, soil remediation and underground tank removal
- Projects performed on or in the water including dredging, bulkheads, piers, breakwaters
- Technology projects that include software supply and installation
- Principals currently or previously in claim with Capitol Indemnity/Platte River or another surety
- Projects for private residences (the homeowner/owner of the residence will be the Obligee)
- Projects that include efficiency warranties or guarantees or guarantees of cost savings
- Design / Build contracts
- Indefinite Quantity Contracts

Surety, in its sole discretion, may decline to write any bond it determines unacceptable.