



Easy Binding Instructions for:

Surety Bond for Suppliers of Durable Medical Equipment, Prosthetics, Orthotics, and Supplies

Penalty Amount over \$50,000

1. Please complete attached application and sign as indemnitor.
2. Return the signed application along with a **Check or Credit Card Authorization Form** for:

- **Licensed Pharmacy** **\$250.00**
- **All other Providers/ Suppliers** **\$500.00**

Made to the order of:
Bernard Fleischer & Sons, Inc.
29 Broadway Suite 1511
New York, NY 10006-3201

Once we receive completed application and check, we will issue the bond.

If you want the original bond mailed overnight please include **\$30.00**

Bonds are not binding until approved by the company.

Thank you for choosing Bernard Fleischer & Sons, Inc. for your all your bonding needs.

Jose Ward
Extension 110



Bond No. _____

APPLICATION FOR DMEPOS SUPPLIER BOND

Applicant (Exactly as it will appear on bond)			
Home Address			
Business Address			
Type of Business or Individual's Occupation	Type of Organization	Own Real Estate?	
	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		
Name & Address of Owner or Co-Applicant or Indemnitor		% of Ownership	Social Security #
Name and Address of additional Owners:		% of Ownership	Social Security #
How many years in business?	Amount of Bond \$	Effective Date	
NPI Number and Location Address (See Page 2 if more than one NPI):			

INDEMNITY AGREEMENT

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), of Des Moines, Iowa, hereinafter called the Company, witnesseth:

The undersigned hereby authorizes the _____ Bank of _____ to give MERCHANTS BONDING COMPANY (Mutual), hereafter called Company full information upon its request, showing the balance of the undersigned's account at this date, the undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company 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. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

Disclosure to Applicant given pursuant to the Fair Credit Reporting Act. You are hereby notified that an investigative consumer report including information as to your character, general reputation, personal characteristics and mode of living MAY be obtained by the Company. You may request in writing from the Company disclosure of the nature and scope of such report if obtained. (This applies to an individual person only.) I acknowledge I have read the preceding Disclosure.

Dated the _____ day of _____ A.D. _____

Witness

Applicant's Signature

In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

Witness

Indemnitor

Witness

Indemnitor

Witness

Indemnitor

Witness

Indemnitor

<input type="checkbox"/> LICENSE & PERMIT	Net Worth \$	Public liability insurance carried? (Give limits) <input type="checkbox"/> Yes <input type="checkbox"/> No	Property damage insurance carried? (Give limits) <input type="checkbox"/> Yes <input type="checkbox"/> No
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Is applicant licensed and certified by a state board or agency? Yes No If yes, State:

Name of Board/Agency:

Date of Certification:

License Number:

Applicant NSC/PTAN # (Provider Transaction Access Number):

Agency Name as recorded with the IRS:

Agency Tax ID Number:

Please list all NPI Numbers that are required to obtain a bond. Please also list the **FULL** physical address for the NPI location of the NPI Number:

NPI Number	NPI Location Address (Street, address, city, state & zip code)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

AGENT'S REMARKS:

- Do not know personally
 New account
 Client of this office
 Know personally and recommend, but do not handle applicant's general insurance.

Please give us your general comments and further remarks which will be helpful in making our final decision:

Agency Code 10261

Agency Name **Bernard Fleischer & Sons, Inc.**

Address **Advanced Insurance Services**

2 John Street, Suite 201

New York, NY 10038-2502

Check here if this application was previously faxed or e-mailed to Merchants Bonding Company.

FINANCIAL STATEMENT

Personal Business Financial Statement of _____ as of _____

NAME

DATE

CURRENT ASSETS	CURRENT LIABILITIES
Cash on Hand _____	Notes Payable _____
Cash in Bank(s) (Schedule A) _____	(a) To Banks Regular _____
Stocks, Bonds, etc. (Schedule B) _____	(b) To Others _____
IRA / Retirement Accounts _____	Accounts Payable _____
Accounts Receivable _____	(a) Current _____
Notes Receivable _____	(b) Past Due _____
Supplies _____	
Other Current Assets _____	
Total Current Assets _____	Total Current Liabilities _____
FIXED ASSETS	LONG TERM LIABILITIES
Equipment at Book Value _____	Equipment _____
Real Estate-Business (Schedule C) _____	Real Estate-Business (Schedule C) _____
Real Estate-Homestead (Schedule C) _____	Real Estate-Homestead (Schedule C) _____
Real Estate-Investment (Schedule C) _____	Real Estate-Investment (Schedule C) _____
All other Assets (explain fully)	All Other Liabilities (explain fully)
(a) _____	(a) _____
(b) _____	(b) _____
(c) _____	
Total Fixed Assets _____	Total Long Term Liabilities _____
	Total Liabilities _____
Total Assets _____	Capital Stock (paid in) _____
	Net Worth _____
	Total Liabilities and Net Worth _____

SCHEDULE A - CASH

Name of Bank	Location	Amount on Deposit

SCHEDULE B - STOCKS, BONDS, ETC.

Name of Security	No. Shares	Par Value	Market Value	Dividends Paid Past Two Years	If Any Pledged, State to Whom and for What Purpose

SCHEDULE C - REAL ESTATE

Location and Description of Property	In Whose Name Is Title?	Monthly Revenue	Present Forced Sale Value	Amount of Mortgage

Assets of a trust listed on this statement need to be specifically described as part of a trust or they will be considered a part of this statement and in the event of a claim will be subject to the Indemnity obligations described herein.

We have examples showing five ways to sign an application.

1. Individual or Sole Proprietorship.

Signed this 22nd day of January, 2002

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X _____

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

The individual or sole owner and spouse should sign at the bottom of the application, writing the word "Indemnitor" in their own handwriting after each of their names.

2. Partnership.

Signed this 22nd day of January, 2002

1. X John Doe, Indemnitor

2. X James Doe, Indemnitor

3. X Jane Doe, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

Each partner and his or her spouse should sign at the bottom of the application, writing the word "Indemnitor" after each of their names.

3. Corporation.

Signed this 22nd day of January, 2002

1. X DOE CORPORATION, INC

2. X John Doe, President

3. X John Doe, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An officer should first sign on behalf of the corporation (indicating his/her corporate title) and then sign a second time, writing only the word "Indemnitor" after his/her second signature. Any other owners should also sign, writing only the word "Indemnitor" after their names. In most cases, the owners' spouses also need to sign.

* In most cases, the owners' spouses may also need to sign.

4. Limited Liability Company or Partnership.

Signed this 22nd day of January, 2002

1. X John Doe, Manager

2. X John Doe, Indemnitor

3. X James Doe, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title) and then sign a second time as a personal indemnitor, writing only the word "Indemnitor" after his/her second signature. All other members/owners/partners should also sign as personal indemnitors, writing only the word "Indemnitor" after their names. In most cases the members'/owners'/partners' spouses also need to sign.

* In most cases, the members'/owners'/partners' spouses may also need to sign.

5. Outside Indemnity (Relatives, Friends).

Signed this 22nd day of January, 2002

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X John Henry, Indemnitor

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

When outside indemnity is required, the proposed indemnitors should sign at the bottom of the application below the applicants' signatures and write the word "Indemnitor" after each of their names.

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.



**BF
BOND.**
Bernard Fleischer & Sons, Inc.

29 Broadway, Suite 1511
New York, NY 10006

T 212.566.1881
F 212.566.1615

bfbond.com

Credit Card Authorization Payment Form

Charge my credit card for the full payment amount \$ _____
Plus a processing fee.

Check here if you want Bond sent overnight, addition fee of **\$30.00**

Card Number _____ Exp. Date _____
 Visa/MasterCard/Amex/Discover

Cardholder name _____

Signature _____

Billing address/Zip _____

Date signed _____

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown and agrees to perform the obligations set forth in the cardholder's agreement with the issuer. By signing this form I understand and agree that coverage cannot be flat cancelled once my credit card has been charged. All credit card charges are processed through Bernard Fleischer & Sons and my credit card statement will show Bernard Fleischer & Sons as the vendor. **There is a \$15.00 or 5% processing fee, whichever is greater.**