

Easy Binding Instructions for:

**Court Bonds Including Appeal · Attachments
Stay Pending Appeal · Supersedes · Undertaking Bond
Certiorari · Cost · Discharge · Discharge Injunction · Lien
Mechanic Lien · Stay of Execution · Injunction · Replevin**

1. Please complete attached application and **sign as indemnitor**.

2. Enclose copy of:

- Court order/ Partition
- Personal and Business Financial

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

If you want the original bond mailed overnight please include **Check or Credit Card Authorization Form for \$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

Bernard Fleischer & Sons
29 Broadway Suite 1511 New York, NY 10006-3201

Toll Free: (800) 921 1008 • NY: (212) 566 1881 • Fax: (212) 566 1615

<http://www.bfbond.com> email: bonds@bfbond.com

Court Bonds Including Appeal · Attachments Stay Pending Appeal Supersedes · Undertaking Bond · Certiorari · Cost · Discharge · Discharge Injunction Lien · Mechanic Lien · Stay of Execution · Injunction · Replevin

Applicant or Corporation Name <small>(For partnership, give full names of partners and trade names)</small>	Social Security #	Age	Married <input type="checkbox"/> Single <input type="checkbox"/>
Residence Address <small>(Street and Number) (City) (State) (Zip) (Telephone #)</small>			
Business Address <small>(Street and Number) (City) (State) (Zip) (Telephone #)</small>			
Occupation or Business	How Long so engaged?	Previous Surety	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and reason for change
Type of Bond	Amount of Bond	Effective Date	
Complete name and address of Obligee			

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary

Check one: Business Financial Statement Personal Financial Statement

ASSETS

LIABILITIES

Cash (List Banks) _____	Accounts Payable _____
Stocks + Bonds - Describe _____	Taxes due and accrued _____
Notes Receivable - Describe _____	Notes Payable to Bank _____
Merchandise or Material in Stock _____	Notes Payable to Others (Describe) _____
Accounts Receivable _____	Mortgage on Real Estate _____ A
Real Estate, Homestead _____ A	Mortgage on Real Estate _____ B
Real Estate, Investment _____ B	Other Liabilities - Describe _____
Furniture and Fixtures _____	TOTAL LIABILITIES _____
Other Assets - Describe _____	Capital Stock (Paid in) _____
TOTAL ASSETS _____	NET WORTH OR SURPLUS _____
	TOTAL Liabilities and Net Worth _____

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

Name and Location of Court	Name of Defendant
Name and address of attorney	If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action against him? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, submit for underwriting.
Explain purpose of bond (submit copy of relevant documents)	

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company or any affiliated company (with such company/companies referred to herein as the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

- (1) To pay the usual premiums, including renewal premiums, to the Company or its agents, when due,
- (2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for applicant, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds; regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,
- (3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,
- (4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company in an amount sufficient to satisfy any claim against the Company by reason of such suretyship,
- (5) That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
- (6) That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
- (7) That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond,
- (8) That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and retained percentage, supplies, tools, plants, equipment and materials due or used on the contract,
- (9) At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement,
- (10) That this indemnity may be cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57104, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant,
- (11) In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made.

Signed this _____ day of _____

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

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Phone: (212) 566 1881 - (800) 921 1008

Email: bonds@bfbond.com www.bfbond.com

Agency Code: 31-18266

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.

