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**Easy Binding Instructions for:**

## COMMERCIAL BOND

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1. Please complete attached application, properly signed and witnessed, and include business and owners' financial statements.
2. Return the signed application along with a Check or Credit Card Authorization Form

**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 check**

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](mailto:bonds@bfbond.com)

## 7CAA9F7-5 @BOND APPLICATION

|   |  |   |   |
|---|--|---|---|
| Applicant (Exactly as it will appear on bond)   |  | Social Security #   | Married <input type="checkbox"/><br>Single <input type="checkbox"/> |
| Home Address  |  |   |   |
| Business Address  |  | Phone   | Email   |
| Type of Business or Individual's Occupation   | Type of Organization <input type="checkbox"/> Individual <input type="checkbox"/> Corporation<br><input type="checkbox"/> Partnership <input type="checkbox"/> LLC | How long in business?   |   |
| Name & Address of Owner or Co-Applicant or Indemnitor   |  | % of Ownership  | Social Security #   |
| Type of Bond  | Amount of Bond<br>\$   | Effective Date  |   |
| Obligee Name & Address  |  |   |   |
| Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change. |  | Other Surety Bonds in force? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide name of Surety: |   |

### 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. \_\_\_\_\_  
 (Sign Application Twice - as Applicant and as Indemnitor)

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

# 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.

|  |   |   |  |  |  |  |
|--|---|---|--|--|--|--|
| <input type="checkbox"/> <b>LICENSE &amp; PERMIT</b><br>FINANCIAL STATEMENT<br>NECESSARY IF STATE OBLIGEE<br>OR OVER \$25,000.   | Net Worth<br>\$   | Public liability insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Give limits)   | Property damage insurance carried? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Give limits) |  |  |  |
| <input type="checkbox"/> <b>PROBATE</b><br>FINANCIAL STATEMENT<br>NECESSARY AT<br>UNDERWRITER'S DISCRETION<br><input type="checkbox"/> ADMINISTRATOR<br><input type="checkbox"/> EXECUTOR<br><input type="checkbox"/> PERSONAL<br>REPRESENTATIVE<br><input type="checkbox"/> GUARDIAN/CONSERV.<br>OF MINOR<br><input type="checkbox"/> GUARDIAN/CONSERV.<br>OF INCAPACITATED<br>PERSON<br><input type="checkbox"/> OTHER<br><br>PLEASE ATTACH COURT<br>PAPERS TO APPLICATION | Name of Deceased or Ward  |   | Date of death  | Date of appointment  | Is applicant indebted to the estate or trust?<br><input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, explain on an attached sheet) |  |
|  | Name and address of attorney (If none, do not write the bond; submit it to our underwriters)  |   |  |  |  |  |
|  | Will the attorney remain involved throughout the<br>duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No   |   |  | Assets of estate or trust (Describe)   |  |  |
|  | Name of Minor(s) or Incapacitated Person  |   | Age  | Applicant's relationship to Deceased or Ward   | Net Worth<br>\$  |  |
|  | Are guardianship funds to be used for support of ward? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Approximately how much per month?  |   |  | What is the source of the guardianship funds?  |  |  |
|  | Who are the heirs of this estate?   |   |  |  |  |  |
|  | Will any business of the estate be continued by fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Describe:  |   |  | Is this bond required on the demand of an interested person?<br><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, who?  |  |  |
|  | Name and address of Court   |   |  | County   |  |  |
|  | What is the applicant's experience in handling fiduciary obligations?   |   |  |  |  |  |
|  | <input type="checkbox"/> <b>FIDUCIARY</b><br>FINANCIAL STATEMENT<br>NECESSARY IF OVER \$50,000<br><input type="checkbox"/> REFEREE<br><input type="checkbox"/> RECEIVER<br><input type="checkbox"/> TRUSTEE | Plaintiff   |  | Name and address of Principal's Attorney   |  |  |
| Defendant  |   | Name and location of Court  |  | Net Worth<br>\$  |  |  |
| <input type="checkbox"/> <b>COURT</b><br>FINANCIAL STATEMENT<br>NECESSARY<br><input type="checkbox"/> REPLEVIN<br><input type="checkbox"/> ATTACHMENT<br><input type="checkbox"/> GARNISHMENT<br><input type="checkbox"/> OTHER<br><br>PLEASE ATTACH COURT<br>PAPERS TO APPLICATION  | Name and location of Court  |   |  | Name of Defendant  |  |  |
|  | Name and address of Attorney  |   |  | If an Injunction or Restraining Order bond, does applicant<br>anticipate a foreclosure or collection action?<br><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, submit for underwriting.        |  |  |
|  | Explain purpose of bond (Submit copy of relevant documents)   |   |  |  |  |  |
| <input type="checkbox"/> <b>PUBLIC OFFICIAL</b><br>FINANCIAL STATEMENT<br>NECESSARY IF OVER \$50,000   | Date: <input type="checkbox"/> Elected <input type="checkbox"/> Appointed   | Term of office dates  | Premium will be paid<br><input type="checkbox"/> Annually<br><input type="checkbox"/> For term               | Will applicant sign checks? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No                           |  |  |
|  | Are accounts reconciled monthly?<br><input type="checkbox"/> Yes <input type="checkbox"/> No By whom?   | Are regular audits performed? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>By whom? How often?   | Date of last audit   | Do you employ deputies? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, are they bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |  |
| <input type="checkbox"/> <b>LOST SECURITIES</b><br>FINANCIAL STATEMENT<br>NECESSARY IF OVER \$10,000   | Serial Number and description (Please submit<br>a copy or sample of the form it was on.)  |   |  | Describe manner of loss  |  |  |
|  | Date of instrument  |   |  | Payable to applicant only? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If no, who is it payable to?  |  |  |
|  | Are securities endorsed?<br><input type="checkbox"/> Yes <input type="checkbox"/> No  | If registered, in whose name?   |  | Has notice of loss been given? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>When? To Whom?  |  |  |
|  | How long has it been lost?  | If a check, has payment been stopped?<br><input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when? |  | If a deed of trust or note, has either been involved in a<br>lawsuit? <input type="checkbox"/> Yes <input type="checkbox"/> No Was a judgment obtained? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |
| <input type="checkbox"/> <b>CERTIFICATE<br/>         OF TITLE</b><br>FINANCIAL STATEMENT<br>NECESSARY IF OVER \$25,000   | Vehicle Make  | Vehicle Model   | Vehicle Year   | VIN  |  |  |

**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 31-18266  
 Agency Name Bernard Fleischer & Sons Inc.  
 Address 29 Broadway Suite 1511 New York, NY 10006-3201

Check here if this application was previously faxed or emailed to Bernard Fleischer & Sons Inc.

# FINANCIAL STATEMENT

Personal  Business Financial Statement of \_\_\_\_\_ as of \_\_\_\_\_

NAME

DATE

| CURRENT ASSETS                            | CURRENT LIABILITIES                       |
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| 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 _____                           |
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## SCHEDULE A - CASH

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|--------------|----------|-------------------|
|              |          |                   |
|              |          |                   |
|              |          |                   |

## SCHEDULE B - STOCKS, BONDS, ETC.

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|------------------|------------|-----------|--------------|-------------------------------|--|
|                  |            |           |              |                               |  |
|                  |            |           |              |                               |  |
|                  |            |           |              |                               |  |

## SCHEDULE C - REAL ESTATE

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|--------------------------------------|-------------------------|-----------------|---------------------------|--------------------|
|                                      |                         |                 |                           |                    |
|                                      |                         |                 |                           |                    |
|                                      |                         |                 |                           |                    |
|                                      |                         |                 |                           |                    |
|                                      |                         |                 |                           |                    |

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