

**Easy Binding Instructions for:**

**Dishonesty Bond**

*Penalty Amount \$10,000*

*1 year term*

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1. Please complete attached application and **sign as indemnitor**
2. Return the signed application along with a **Check or Credit Card Authorization Form for \$150.00 five or less people.**

**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.  
Bonds are not binding until approved by the company.

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

*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)**

# DISHONESTY BOND APPLICATION

Please Complete and return to your local agent

Name of Business		
Address		
Street and Number		
City	State	Zip
Telephone #	E-mail	
Type of Business		
Classification of Business		
<b>A</b>	<input type="checkbox"/>	Professional and business offices such as accountants, architects, physicians and dentists, insurance agents and attorneys.
<b>B</b>	<input type="checkbox"/>	Businesses with more exposure such as cafes, gas stations, retail stores, businesses with sales people who make collections and other businesses where cash is handled by numerous employees, Contains convictions clause.
<b>Yes</b>	<input type="checkbox"/>	Have you sustained any employee dishonesty losses in the last 6 years? If so, please give us all the details below or attach letter.
<b>No</b>	<input type="checkbox"/>	
Exact Number of Owners	<input type="text"/>	
Exact Number of Employees	<input type="text"/>	
Are owners covered?	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<div style="border: 1px solid black; height: 80px; width: 100%;"></div>		
Amount of coverage requested		
<input type="checkbox"/> \$10,000		
<input type="checkbox"/> 1 Year Bond	\$150	Five or less people

\* In order to protect you and your employees against unjustified allegations of dishonesty, the employee must be convicted before coverage will apply.

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

Tel: 212-566-1881  
Fax: 212-566-1615  
Email: rblaszak@bfbond.com

## 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; regard less 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*

We have examples showing five ways to sign an application.

**1. Individual or Sole Proprietorship.**

Signed this 22<sup>nd</sup> 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 22<sup>nd</sup> 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 22<sup>nd</sup> 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 22<sup>nd</sup> 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 22<sup>nd</sup> 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.**

# Bernard Fleischer & Sons

29 Broadway Suite 1511  
New York, NY 10006-3201  
Tel: (212) 566-1881  
Fax: (212) 566-1615

## 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.**