

# **Easy Binding Instructions for:**

## **Performance Bond, Payment Bond, Maintenance Bond, Supply Bond, Construction Bond**

Penalty Amount \$400,000

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1. Please complete attached application.
2. Enclose copy of Business and Personal Financials.
3. E-mail to [bonds@bfbond.com](mailto:bonds@bfbond.com) or fax to 212-566-1615

Once we receive completed application and financials, 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)

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## APPLICATION FOR PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, SUPPLY BOND

For Single Bonds or Aggregate Programs up to \$200,000 complete Section 1  
For Aggregate Programs in excess of \$200,000 up to \$400,000 complete Section 2

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### 1 Complete this section for Single Bonds or Aggregate Programs up to \$200,000

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#### CONTRACTOR DATA

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Type of Business:     Partnership     (S) Corporation     Sole Proprietorship     LLC     LLP  
Company Name \_\_\_\_\_ Phone \_\_\_\_\_  
Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Type of Work \_\_\_\_\_ Date started in Business \_\_\_\_\_  
Underwriting File Number     Yes     No

#### OWNER DATA / INDEMNITORS (Provide the information below on all owners: use additional sheet if necessary)

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Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
SS# _____ DOB _____	SS# _____ DOB _____
% of Business Ownership _____ Married <input type="checkbox"/> Yes <input type="checkbox"/> No	% of Business Ownership _____ Married <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> For new applications, complete and sign the Indemnity Agreement page	

#### BOND REQUEST DATA

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Application Start Date \_\_\_\_\_ Time for Completion \_\_\_\_\_ Maintenance Period \_\_\_\_\_  
Obligee (Who is requiring the contractor get a bond?) \_\_\_\_\_  
Obligee Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Job Description \_\_\_\_\_

\*This application is not intended for use in connection with Subdivision or Site Improvement over \$100,000 Asbestos Abatement, Completion, Hazardous Materials, or Multi-Year Contracts.

**Check and Complete:** (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$50,000.)  
(Check one only)                      (For service type contracts, provide a copy of the contract.)

**Bid Bond**  
Bid Date \_\_\_\_\_  
Estimated total amount of bid: \$ \_\_\_\_\_  
Bid Bond % or flat amount \_\_\_\_\_

**Status of Outstanding Bid or Performance:**

Bond # \_\_\_\_\_ Bid Awarded     Yes     No  
Bond # \_\_\_\_\_ Bid Awarded     Yes     No

**OR**

**Contract Price** \$ \_\_\_\_\_  
Contract Date (Date when contract is signed)  
 Performance & Payment Bond  
 Supply Bond  
 Subcontractor Performance & Payment Bond  
 Stand Alone Maintenance Bond \$ \_\_\_\_\_  
(Send obligee verification that work was completed satisfactorily)  
Next to lowest bidders (If truly negotiated, check box)  
\$ \_\_\_\_\_ \$ \_\_\_\_\_



## GENERAL DATA

### Disputes, Financial Difficulties, Problems, Etc.

- a. Failed in business or declared bankruptcy?
- b. Failed to complete a job or been assessed with delay damages?
- c. Been in claim with a Surety or denied bonding?
- d. Been involved in any lawsuits or disputes in the last 5 years?
- e. Do you have any corporate or personal assets held in trust or escrow accounts?
- f. Are any business or personal assets restricted or pledged for any purpose (i.e. collateral for a loan, etc.)?
- g. Were you bonded in the past - By whom?

### Company

- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No

### any officer, owner or partner

- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No
- Yes  No

### Explain all "YES" answers fully below or attach explanation

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## AGENCY DATA

Agency Name: Bernard Fleischer & Son's

Agency Code: 31-18266

## 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 \_\_\_\_\_

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(person authorized to sign for the company)

Indemnitors: \_\_\_\_\_

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

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