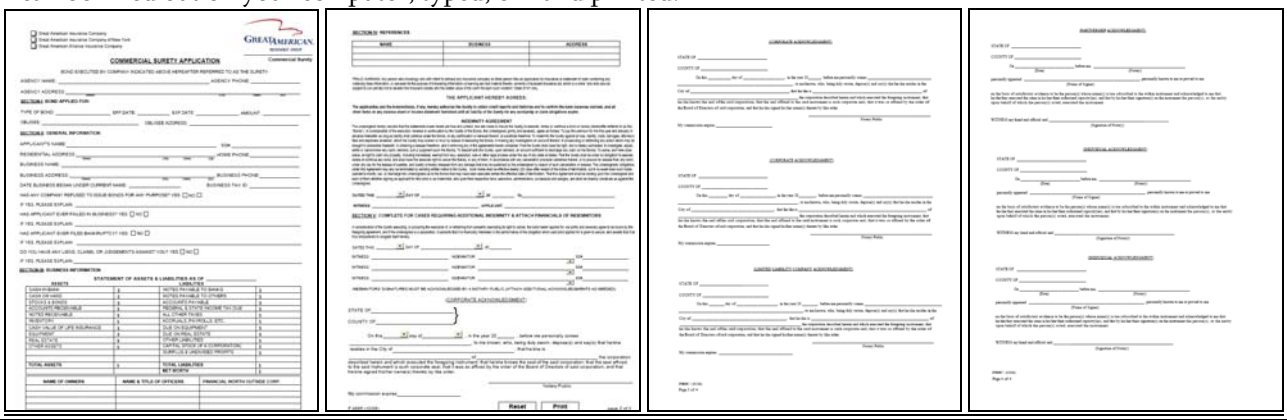
Great American Commercial Surety Application Instructions

Required Document: Commercial Surety Application, version F.9685 (11/07), pdf, 4 pages
This form can be filled out on your computer, typed, or hand printed.



Agency Information:
Enter the agency name, phone and mailing address.

Section I:
Fill in the bond type, effective and expiration dates, the bond amount, the obligee name, and the obligee address (be sure to include the obligee state, if applicable)

Section II:
Fill in the applicant's information, including full business and residential addresses. Answer all questions.

Note: PO Boxes cannot be used as the residential address.

Section III: (if applicable)
Enter business information: assets and liabilities.
Enter the names of the owners, names/titles of officers, and their financial worth outside of the corporation.

Section IV:
Provide the names, business, and address of 3 references.

Signatures:
Applicant must sign the indemnity agreement as required by the approving underwriter.

If corporate/business indemnity is required:

DATED THIS 11th DAY OF February ,20 08 By Applicant Signature for Company
WITNESS: Witness Name Witness APPLICANT: Business Entity Name

If only personal indemnity is required:

DATED THIS 11th DAY OF February ,20 08 By Applicant Signature
WITNESS: Witness Name Witness APPLICANT: Applicant Name

If additional indemnification is required:

DATED THIS 11th DAY OF February , 20 08
WITNESS: Witness Name Witness INDEMNITOR: Applicant Signature Applicant Name Individual SS# xxx-xx-xxxx
WITNESS: Witness Name Witness INDEMNITOR: Spouse Signature Spouse Name Individual SS# xxx-xx-xxxx
WITNESS: Witness Name Witness INDEMNITOR: Corporate Indemnitor Other Corporate Indemnitor Corporate SS# EIN #

Important!

All signatures must be notarized.
Please obtain both witness and notary signatures whenever possible. (Notary can be the witness.)

California Corporations: Witness to corporate signature must be the corporate secretary.

Notarization:
All signatures must be notarized using the appropriate acknowledgement(s) included in the application.

(CORPORATE ACKNOWLEDGMENT)

STATE OF California
COUNTY OF Los Angeles

On this 11th day of February, in the year 20 08, before me personally comes Applicant Name, to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of Applicant City, that he/she is Applicant Title of Business Entity Name the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

Notary Signature

☐ Great American Insurance Company
☐ Great American Insurance Company of New York
☐ Great American Alliance Insurance Company

GREAT AMERICAN INSURANCE GROUP

Commercial Surety

COMMERCIAL SURETY APPLICATION

BOND EXECUTED BY COMPANY INDICATED ABOVE HEREAFTER REFERRED TO AS THE SURETY

AGENCY NAME: _____ AGENCY PHONE: _____

AGENCY ADDRESS: _____
(Street) (City) (State) (Zip)

SECTION I: BOND APPLIED FOR:

TYPE OF BOND: _____ EFF.DATE: _____ EXP.DATE:._____ AMOUNT: _____

OBLIGEE: _____ OBLIGEE ADDRESS: _____
(Street) (City) (State) (Zip)

SECTION II: GENERAL INFORMATION

APPLICANT'S NAME: _____ SS#: _____

RESIDENTIAL ADDRESS: _____ HOME PHONE: _____
(Street) (City) (State) (Zip)

BUSINESS NAME: _____

BUSINESS ADDRESS: _____ BUSINESS PHONE: _____
(Street) (City) (State) (Zip)

DATE BUSINESS BEGAN UNDER CURRENT NAME: _____ BUSINESS TAX ID: _____

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES ☐ NO ☐

IF YES, PLEASE EXPLAIN: _____

HAS APPLICANT EVER FAILED IN BUSINESS? YES ☐ NO ☐

IF YES, PLEASE EXPLAIN: _____

HAS APPLICANT EVER FILED BANKRUPTCY? YES ☐ NO ☐

IF YES, PLEASE EXPLAIN: _____

DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES ☐ NO ☐

IF YES, PLEASE EXPLAIN: _____

SECTION III: BUSINESS INFORMATION

STATEMENT OF ASSETS & LIABILITIES AS OF _____

ASSETS		LIABILITIES	
CASH IN BANK	$	NOTES PAYABLE TO BANKS	$
CASH ON HAND	$	NOTES PAYABLE TO OTHERS	$
STOCKS & BONDS	$	ACCOUNTS PAYABLE	$
ACCOUNTS RECEIVABLE	$	FEDERAL & STATE INCOME TAX DUE	$
NOTES RECEIVABLE	$	ALL OTHER TAXES	$
INVENTORY	$	ACCRUALS, PAYROLLS, ETC.	$
CASH VALUE OF LIFE INSURANCE	$	DUE ON EQUIPMENT	$
EQUIPMENT	$	DUE ON REAL ESTATE	$
REAL ESTATE	$	OTHER LIABILITIES	$
OTHER ASSETS	$	CAPITAL STOCK (IF A CORPORATION)	$
		SURPLUS & UNDIVIDED PROFITS	$
TOTAL ASSETS	$	**TOTAL LIABILITIES**	$
		NET WORTH	$

NAME OF OWNERS	NAME & TITLE OF OFFICERS	FINANCIAL WORTH OUTSIDE CORP.

SECTION IV: REFERENCES

NAME	BUSINESS	ADDRESS

FRAUD WARNING: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime *and shall also be subject to civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation *State of NY only.

THE APPLICANT HEREBY AGREES:

The applicant(s) and the Indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of the Surety for any suretyship or claim obligations expire.

INDEMNITY AGREEMENT

The undersigned hereby declare that the statements made herein are true and correct, and are made to induce the Surety to execute, renew or continue a bond or bonds (hereinafter referred to as the "Bonds"). In consideration of the execution, renewal or continuation by the Surety of the Bonds, the Undersigned, jointly and severally, agree as follows: To pay the premium for the first year and annually in advance thereafter as long as liability shall continue under the Bonds, or any continuation or renewal thereof, or substitute therefore; To indemnify the Surety against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Surety may sustain or incur by reason of executing the Bonds, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; That the Surety shall have the right, and is hereby authorized, to investigate, adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds; To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; To waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or states; That the Surety shall be under no obligation to execute, renew or continue any bond, and shall have the absolute right to cancel the Bonds, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any bond under any law for the release of sureties, and Surety is hereby released from any damage that may be sustained by the undersigned by reason of such cancellation or release; The Undersigneds' obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty (20) days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigneds as to the Bonds that may have been executed before the effective date of termination; That this Agreement shall be binding upon the Undersigned and each of them whether signing as applicant for the bond or as indemnitor, and upon their respective heirs, executors, administrators, successors and assigns, and shall be liberally construed as against the Undersigned.

DATED THIS _____ **DAY OF** _____ **,20** _____ **By** _____

WITNESS: _____ **APPLICANT:** _____

SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS

In consideration of the Surety executing, or procuring the execution of, or refraining from presently exercising its right to cancel, the bond herein applied for, we jointly and severally agree to be bound by the foregoing agreement, and if the undersigned is a corporation, it warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

DATED THIS _____ DAY OF _____, 20 _____

WITNESS: _____ INDEMNITOR: _____ SS# _____

WITNESS: _____ INDEMNITOR: _____ SS# _____

WITNESS: _____ INDEMNITOR: _____ SS# _____

INDEMNITORS' SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ }

On this _____ day of _____ , in the year 20 _____ , before me personally comes _____, to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of _____ , that he/she is _____ of _____ the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

_____
Notary Public

My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF_____ }

On this _____ day of _____ , in the year 20 _____ , before me personally comes _____ , to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of _____ , that he/she is _____ of _____ the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

_____
Notary Public

My commission expires _____

(CORPORATE ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF_____ }

On this _____ day of _____ , in the year 20 _____ , before me personally comes _____ , to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of _____ , that he/she is _____ of _____ the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

_____
Notary Public

My commission expires _____

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF_____ }

On this _____ day of _____ , in the year 20 _____ , before me personally comes _____ , to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of _____ , that he/she is _____ of _____ the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

_____
Notary Public

My commission expires _____

(PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ }

On _____ before me, _____
(Date) (Notary)

personally appeared _____, personally known to me or proved to me
(Name of Signer)

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____
(Signature of Notary)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ }

On _____ before me, _____
(Date) (Notary)

personally appeared _____, personally known to me or proved to me
(Name of Signer)

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____
(Signature of Notary)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF _____ }
COUNTY OF _____ }

On _____ before me, _____
(Date) (Notary)

personally appeared _____, personally known to me or proved to me
(Name of Signer)

on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. _____
(Signature of Notary)