

Lost Instrument Bond Application



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General Information

Applicant is (Select one): Individual Partnership C-Corp S-Corp LLC _____

Applicant (Principal): _____

Name to appear on Bond, if different from Applicant: _____

Applicant's Email: _____

Applicant's Address: _____

Applicant's Business Description or Latest Occupation: _____

Number of Years in Business: _____

SS#: _____ Fed Tax ID: _____ U.S. Citizen? No Yes

Business Phone: _____ Fax No.: _____

Obligee (party requiring the bond) : _____

Obligee Address: _____

"Obligee" in the case of a bank certified check is the issuing bank.

"Obligee" in the case of a stock certificate is the security issuer or its transfer agent.

Underwriting Questions

Does the Applicant have any other surety bond(s) in force with any other surety company?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Has another surety company declined to write this or any previous bond?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Have you ever had a bond involuntarily terminated or cancelled?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Has there ever been a claim or legal action against any bond executed on your behalf?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Do you or any of you companies have any pending lawsuits, unsatisfied judgements or liens?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Have you or any of your companies declared bankruptcy or become insolvent?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Have you or any of your companies been the subject of any legal or administrative proceedings resulting in disciplinary action?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Have you ever been convicted of a felony?	<input type="checkbox"/> NO	<input type="checkbox"/> YES

(If you answered Yes to any of the above questions, please attach a detailed explanation)

Present Market Value: \$ _____ Open Penalty or Fixed Penalty

Description of the lost instrument or security: _____

In whose name are the instruments or securities registered: _____

Have the instruments or securities been endorsed?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Have the instruments or securities been assigned to another party?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Are the lost instruments or securities in bearer form?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
Has Notice of Loss been given?	<input type="checkbox"/> NO	<input type="checkbox"/> YES
If Yes, to whom? _____		
Has a Stop Notice been issued?	<input type="checkbox"/> NO	<input type="checkbox"/> YES

Include a completed an Affidavit. (Attached)

Indemnity Agreement

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for; and any renewal, procurement, assumption, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

Indemnitor(s) hereby expressly authorize the Surety to access its credit records and to make such pertinent inquiries as may be necessary from third party sources for the following purposes: (a) To verify information supplied to Surety (b) For underwriting purposes; and (c) Upon receipt of a notice of claim or potential claim, for debt collection. Surety may furnish copies of any and all statements, agreements, and financial statements and any information, which it now has or may hereafter obtain concerning each of the Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

If the Surety, itself or any of its affiliates, parent, subsidiaries, co-sureties, or reinsurers, Surety, shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with Surety as follows:

Indemnitor(s) shall pay the premiums and renewal premiums for each bond issued hereunder, until the Surety has received written legal evidence, satisfactory to Surety, in its sole discretion, of its discharge from all such bonds and all liability related thereto.

Indemnitor(s) agree(s) to indemnify the Surety and save it harmless from any and all loss and expense of whatsoever kind or nature, including, but not limited to interest, court costs, attorney fees, incurred by the Surety in connection with or by reason of furnishing any bond hereunder. The undersigned Indemnitor(s) hereby agree(s) to deposit upon demand with the Surety an amount sufficient to discharge any claim or any such bond, which deposit may be held by Surety as collateral security against any loss or coast on this bond.

Indemnitor(s) agree(s) that any Oblige on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in it's investigation of any claim. The indemnitor(s) irrevocably appoint the Surety as their Attorney in Fact with the right but not the obligation to exercise its rights and execute or deliver any document in the name of the indemnitor deemed necessary to carry out the intent and purpose of this paragraph.

A facsimile signature of this document shall be deemed an original signature for any and all purposes.

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES AND DENIAL OF BENEFITS.

WITNESS the following signature(s) and seal(s) this _____ DAY OF _____, _____.

If Indemnitor is PARTNERSHIP, CORPORATION or LLC:

	Name of Firm/Corporation	(Seal)
Witness: _____	By: _____	
_____	Print Above Name Here	_____
Print Above Name Here	Title (Print)	_____

If Indemnitor is an INDIVIDUAL:

Witness: _____	Indemnitor	(Seal)
_____		_____
Print Name Above		Print Name and Social Security Number of Above

Witness: _____	Indemnitor	(Seal)
_____		_____
Print Name Above		Print Name and Social Security Number of Above

Witness: _____	Indemnitor	(Seal)
_____		_____
Print Name Above		Print Name and Social Security Number of Above

Affidavit of Loss and Indemnity Agreement

State of _____ } ss. Bond No. _____
County of _____

_____ (hereinafter called "Deponent") of legal age, being duly sworn, deposes and says:

(1) Deponent resides at _____ and is by occupation (if a fiduciary, state facts) _____ and is entitled to the possession and is the legal and beneficial owner of (describe security or securities) _____ (hereinafter collectively called the "Original") issued by _____ (hereinafter called "Assured"), a corporation organized under the laws of the State of _____, in the name of _____.

(2) The Original was acquired by Deponent on or about the _____ day of _____, _____, and was lost, stolen, or destroyed on or about the _____ day of _____, _____, under the following circumstances:

State where the Original was kept and who had access to it: _____

State when and by whom the loss was discovered: _____

State when and where the Original was last seen: _____

State what measures have been taken to recover the Original: _____

(3) The Original WAS / WAS NOT endorsed. (If endorsed, describe exact manner of endorsement including name and address of endorsee. If the endorsement was a separate instrument of assignment, so state.) _____

(4) Deponent has made or caused to be made a diligent search for the original, and has been unable to find or recover the same. Deponent has not sold, assigned, transferred, deposited under any agreement, or hypothecated the original or any interest therein, or (except as may be stated in the foregoing paragraph) signed any Power of Attorney or other authorization respecting same which is now outstanding and in force; and no person, firm or corporation other than Deponent has any right, title, claim, equity or interest in, to, or respecting the Original or the proceeds thereof.

(5) Deponent hereby requests, and this affidavit and agreement of indemnity is made for the purpose of inducing, Assured, its transfer agents, registrars and trustees, (1) to refuse to recognize any person other than Deponent as the owner of the Original and to refuse or to make any payment, transfer, delivery or exchange called for by the Original to any person other than Deponent or to refuse to take any other action pursuant to the request or demand of any person other than Deponent, and (2) to issue a new or duplicate or definitive security in lieu of the Original. Deponent furthermore requests the Surety to assume liability in respect of the loss herein referred to under Lost Securities Bond.

(6) If Deponent should find or recover the original, Deponent will immediately surrender the same to the Assured for cancellation without receiving any consideration thereof.

(7) Deponent agrees in consideration of the foregoing to indemnify and hold harmless the Surety, the Assured and Assured's transfer agents, registrars, trustees, and other agents, individually and in such capacities, from any and all loss, damage and expense in connection with, or arising out of, their compliance with the request of Deponent herein set forth, and further agrees to furnish to the above-named Assured, without any expense to them, a new bond of indemnity, in such form and amount as said Assured may require, with satisfactory surety or sureties, in case the above described Lost Securities Bond and this Agreement of Indemnity should at any time for any reason in the opinion of said Assured or any of them not afford sufficient protection.

Signed, sealed and delivered by Deponent this _____ day of _____, _____.

_____ (Seal)

Subscribed and sworn to before me this _____ day of _____, _____.

(Affix Notarial Seal)

Notary Public

My Commission Expires _____