



# PUBLIC OFFICIAL BOND APPLICATION

Use for the following: **Treasurer Bond, Sheriff's Bond, Constable Bond, Clerk of Court Bond, Game Agent Bond, Municipal & County Official Bond, etc.**

## BOND AND OBLIGEE

Type of Bond Requested	Effective Date	Bond Amount \$	<b>* If Bond Amount is \$50,000 or greater, Applicant must also submit a personal financial statement.</b>	
If this is a special bond issue, describe the purpose.				
Has any company refused to bond the applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Name of Company	Reason for Refusal		
Prior / Current Surety? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Name of Prior Provider	Prior Premium \$	Reason for Change of Provider	
Full Name of Obligee (Party Requiring the Bond)		Does Obligee require their own bond form? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, attach a copy if possible.	
Address		City	State	Zip Code

## APPLICANT

Name (Exactly as it will appear on bond)		Phone Number	Email Address	
SSN or Tax ID Number	Street Address	City	State	ZIP Code

## Position / Title

Current Position <input type="checkbox"/> Elected <input type="checkbox"/> Appointed	Official Title	Term of Office (in years)	Start Date	End Date
Has Applicant previously occupied this position? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, list the time period(s)			
Has Applicant experienced any public official losses in the last five years? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, provide details			
Does Applicant have E&O or Liability Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Name of Provider	Limit \$	Policy Number	

## Miscellaneous

Does the Applicant: 1. have any outstanding collection items or liens? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explanations for fields marked Yes (If a longer explanation is necessary, attach to the end of this document)
Has the Applicant ever: 2. failed in business, or declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. had any lawsuits or judgments against them? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4. had a license or bond cancelled or denied? <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. been a party to a surety bond claim? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No	

# FUNDS

Amount of money Applicant handles per year \$	Largest amount of money at one time under Applicant's control \$	Are funds deposited as received? <input type="checkbox"/> Yes <input type="checkbox"/> No	Has Applicant agreed to only use depositories designated by Applicant's superiors? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does Applicant have authority to withdraw funds from depository by check? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, is countersignature required? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, who countersigns?
Is Applicant a custodian of securities? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, what amount? \$	Where are securities kept?	Is there joint control? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, with whom?
Are Applicant's accounts audited annually? <input type="checkbox"/> Yes <input type="checkbox"/> No	Did the CPA make recommendations during the last audit? <input type="checkbox"/> Yes <input type="checkbox"/> No		If Yes, attach a copy of the recommendations, and a copy of the management's response	
Does Applicant collect taxes? <input type="checkbox"/> Yes <input type="checkbox"/> No	To whom does Applicant make a report of insolvencies and delinquencies?		When is this report made?	
Is Applicant responsible for investment of funds? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, is there a published investment policy which has been approved by the obligee? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does a person other than the Applicant check annually (or more frequently) to be sure the investment policy is being followed? <input type="checkbox"/> Yes <input type="checkbox"/> No		

# RECOMMENDATION (TO BE COMPLETED BY THE AGENT)

Do you (Agent) recommend the Applicant for this bond? <input type="checkbox"/> Yes <input type="checkbox"/> No	Why?
Describe the length and nature of your relationship with the Applicant	

# INDEMNITY AGREEMENT

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to, Surety and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of Surety (individually and collectively called "Surety") as follows:

- Applicant agrees to pay Surety an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with Surety's then current premium rates or any minimum earned premium until Surety shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to Surety, is furnished to Surety.
- Applicant agrees that Surety may make any credit checks, including consumer and investigative credit checks, it deems necessary.
- Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
- Applicant agrees to indemnify and keep indemnified Surety and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which Surety or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
- If Surety shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Surety a sum of money, equal to such reserve and any increase thereof, to be held by Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of Surety, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
- If Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
- An itemized statement of payments made by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the liability of the undersigned to reimburse Surety for such payments with interests.

- 8. Surety in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time to: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by Surety shall be conclusive against and binding upon the undersigned.
- 9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
- 10. The undersigned hereby expressly waives notice from Surety of any claims or demand made against Surety or the principal under the bond or of any information Surety may receive concerning the principal, any contract, or bond. Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.

- 11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.
- 12. All obligations of the principal, applicants, and indemnitors to Surety are due, payable and performable at the Surety's election, in the Surety's domicile where venue of any action to enforce this agreement may be brought by Surety. Surety shall be entitled to recover all attorney's fees (including those of attorneys employed by Surety), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
- 13. In consideration of the execution by Surety of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.
- 14. Applicant specifically consents to the premium rate and fees quoted by surety and/or Surety One, Inc. regardless of whether said rate is filed, unfiled, special, non-standard or any deviation from rates historically offered for similar risks. Applicant furthermore understands that broker or agent fees may be included in the quote and to those who likewise specifically consent.

**By signing this application you are assuming specific obligations.  
Please read carefully the preceding indemnity agreement.**

**Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_**

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

**Additional Indemnitors**

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Indemnitor 2 Signature: \_\_\_\_\_

Indemnitor 2 Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Indemnitor 3 Signature: \_\_\_\_\_

Indemnitor 3 Name: \_\_\_\_\_



# WE'VE MADE IT EASY FOR YOU TO COMPLETE AND SUBMIT THIS APPLICATION

## TWO EASY WAYS TO COMPLETE THIS APPLICATION — PRINT OR DIGITAL

### For PRINT completion:

1. Print this PDF.
2. Complete the application with a black pen by legibly writing your responses in the applicable fields.
3. Use one of the following ways to submit the completed application:
  - a. Scan, then email the pages to [Underwriting@SuretyOne.org](mailto:Underwriting@SuretyOne.org) or your assigned underwriter
  - b. Mail the pages to our Raleigh NC address (listed above)
  - c. Fax the pages to 919-834-7039

### For DIGITAL completion:

1. Download this PDF to your computer.
2. Open the file in a PDF editor, such as Adobe Acrobat Reader DC (available for free here: <https://get.adobe.com/reader/>).
3. Complete the application by typing and clicking your responses in the applicable fields.
4. Save your updated file to your computer by going to File > Save as...
5. Use one of the following ways to submit the completed application:
  - a. Attach the PDF to an email, and send to [Underwriting@SuretyOne.org](mailto:Underwriting@SuretyOne.org) or to your assigned underwriter
  - b. Upload the PDF to the form on [www.suretyone.org/contact-us](http://www.suretyone.org/contact-us)

**Note: Incomplete applications may result in processing delays.**

Public official bonds are part of the commercial surety class of business. These generally require only a completed application to underwrite. Surety bond requests of \$50,000 or greater, for treasurers and tax collectors and those surety bond obligations that contain language or provisions that are onerous to the surety company will require review of a personal financial statement. Public official bonds are essentially unsecured credit instruments therefore personal credit is an important factor in certain underwriting and rating decisions. We offer non-standard program access to applicants that may have damaged credit or may not have had the opportunity to develop a consumer credit history. We decline no application, but rather offer terms that fit each applicant.