



POINDEXTER Surety Services

Member of The Poindexter Group of Companies 

I. APPLICATION FOR COURT BOND

SS# _____

Application is hereby made to the Company designated above for a Bond or Undertaking, as follows: or Tax ID # _____

1. Name of Applicant _____
(If partnership or corporation, so state and give name of each partner)
2. Business address _____ Zip _____
3. State nature of business _____
4. Name and address of Attorney _____
5. Title of case _____ Plaintiff,
vs. _____ Defendant.
6. Amount of Bond or Undertaking required \$ _____
7. Bond filed in the _____ Court of _____ County, State of _____
Case Number, if available _____
8. Nature of character of the Bond required, giving full particulars, as per following instructions:

INSTRUCTIONS

FOR APPEAL, SUPERSEDEAS or STAY BOND. State the amount and date of judgment and give nature of plaintiff's claim, together with copy of notice of appeal. Give full particulars if judgment, decree, or order is not for specific amount of money.

FOR RELEASE OF ATTACHMENT AND GARNISHMENT - (Defendant's bond). State amount of plaintiff's claim and basis for same, together with Applicant's defense thereto. Also give character and value of property attached and what disposition will be made of same pending suit.

FOR ATTACHMENT, GARNISHMENT AND SEQUESTRATION - (Plaintiff's bond). State the amount and character of plaintiff's claim, the grounds for the attachment, a description of the property seized and the disposition that will be made of it during the litigation. State nature and amounts of counter-claims, if any.

FOR REPLEVIN, COUNTER-REPLEVIN, INTERVENING CLAIMANT, CLAIM AND DELIVERY. Describe the property in controversy and its value. State briefly the facts showing the legal right and title of the Applicant in and to the property. What disposition will be made of the property during litigation?

FOR INJUNCTION. State briefly what complainant seeks to enjoin defendant from doing or to compel defendant to do, also state what property is involved and what damages may be claimed if injunction held improperly made.

IN ALL OTHER CASES, of Bonds required in legal proceedings, state fully and particularly all the facts of the case having any bearing upon the risk involved, attaching copy of Bond and other important papers.

II. STATEMENT OF APPLICANT'S ASSETS AND LIABILITIES AS OF _____, _____

ASSETS		LIABILITIES	
Cash on hand (not in bank)		Borrowed money from banks (if none, write "none") and how secured	
Cash in following banks (give names)		Notes payable to Others (how secured)	
Stocks and Bonds (List Below)		Accounts Payable, Due and Accrued	
Stock or Material on hand		Income Taxes	
Accounts receivable		Mortgages on Real Estate	
Notes receivable		Other Liabilities and Encumbrances	
Real Estate owned (Total value)		Capital	
Other Assets		Surplus or Net Worth	
Total Assets \$		Total Liabilities \$	

The maker of the foregoing statement hereby authorizes The COMPANY to confirm the bank balances claimed and all other items comprising said statement.

III. INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitors, hereby certify and represent the information and statements contained in this application to be true and request the Company to become Surety for and furnish the above bond and such other bond(s) as may now or hereafter be requested on behalf of the named Applicant including any continuation, substitution, extension or alteration thereof, hereby authorizes and requests banks, materialmen or other individuals, firms or corporations, including governmental entities, to furnish any information requested concerning any transaction with the undersigned, and specifically waives any confidentiality requirements whether internal or imposed by statute, regulation, etc. Should the Company execute said bond(s), the undersigned agree as follows: (1) To pay the Company the premium as long as liability shall continue under the bond and until evidence of termination of liability is furnished satisfactory to the Company. (2) To indemnify the Company and hold it harmless against all loss, liability, costs, claim, damages, and expense internal or external of whatever kind and nature including but not limited to investigative, accounting, engineering, the fee and disbursement of counsel, including costs and fees incurred by the Surety in enforcing the terms of the agreement, whether on salary, retainer or otherwise whether pre or post judgment which the Company may sustain or incur for or by reason of said Company writing said bond(s), considering said bond(s), issuing, delivering, canceling or becoming liable on said bond(s) and/or defense of any claim brought against the company thereon, to enforce the right of the Company to any collateral taken specifically or otherwise. (3) If requested, to place the Company in funds immediately to meet any claim or demand before the Company shall be required to make payment. (4) The undersigned, and each of them, assign, transfer and convey to the Company all rights, title, interest and estate in and to all property, real, personal or mixed, tangible or intangible, wherever situated or of whatever nature and all interests and rights now owned and hereafter acquired and if sold the proceeds therefrom, the foregoing personal and mixed property to include but not be limited to all goods, consumer or otherwise, all commercial paper, negotiable or otherwise; all monies, bank accounts and deposits, checking, saving or otherwise; all warehouse receipts, bills of lading and other documents of title; all securities, investments or otherwise; all accounts, receivable or otherwise; all contract rights; all equipment, machines, tools and parts(s); all furniture and fixtures; all general intangibles; all farm products; all inventory and all property described in Article 9 of the Uniform Commercial Code in which the undersigned presently have or hereafter acquire an interest, the assignment being effective as the date hereof, unless there is no abandonment of, breach of, delay or default in the performance of the obligations contracted in or covered in such bond or of this agreement or any other agreement with the Company and no failure of the undersigned to promptly pay, discharge or satisfy any and all obligations which might constitute a claim under such bond. (5) To authorize the Company and its representatives, without notice to make schedules of all property assigned under this agreement and to attach the same thereto at any time and when attached shall by reference be incorporated herein; and in addition, shall be authorized to file or record this agreement and attachments or a copy thereof under any provision of law governing such; this document constitutes a financial statement in accordance with the Uniform Commercial Code with such additions as needed to permit its filing under such Code. (6) To irrevocably nominate and appoint the Company and its authorized representatives as attorney-in-fact with the right, but not the obligation to exercise all rights assigned, transfer and set over to the Company and in the name of the undersigned to make, execute and deliver, but not be obligated, additional documents deemed necessary to give full effect to the assignment. (7) To authorize the Company to adjust, settle or compromise any claim, demand, suit or judgment upon said bond(s) and defend such suit and appeal such judgment or at its election to have the case, cross-action or proceeding, or any part of it or them dismissed or any appeal, writ of error certiorari or any part thereto dismissed and to fill in any blank or blanks left in this application and Indemnity Agreement. (8) To accept as prima facie evidence, voucher(s) and itemized statement(s) sworn to by officer of the Company in the event of payment by the Company. (9) To waive all right or claim to property including homestead, as exempt from levy, execution, sale or legal process under the law of any State(s) including any specific law or statute limiting the liability of the undersigned. (10) At the Company's option, monies due or to become due the undersigned from any Company in Old Republic International General Insurance Group, through insurance proceeds or bonding payments may be utilized to pay or help pay obligations incurred under this agreement as an offset. (11) In the event of any payment by the Company, Indemnitors agree to pay the Company interest at the prime rate plus 2% (unless prohibited by law, then at the maximum rate allowed) as determined by First National Bank of Chicago, Illinois.

The Company may decline to become surety on any bond of the Applicant and in case it does act as surety shall have the right to withdraw or cancel same whenever it shall see fit, without disclosing the reason on which its act is based and the Company shall not be responsible for any loss or damage that may be sustained by reason of such action. Separate actions may be brought as they accrue and that bringing of suit or recovery of judgment shall not prejudice or bar other suits on other causes of action whether therefore or hereafter arising. Nothing shall be construed to waive or abridge any rights or remedies which the Company might have if this instrument were not executed. The Applicant and Indemnitor(s) shall continue to be bound under this agreement even though Surety may accept or release other Agreements of Indemnity.

The Applicant agrees that this Application shall be deemed to have been made in the State of Incorporation of the Company and that the Company's acceptance thereof and performance of the Company's obligations in respect thereof shall be deemed to have taken place in the said State of Incorporation. The Company shall be entitled to enforce the Indemnity Agreement herein contained by an action, arbitration or proceeding brought in the said State of Incorporation or in the State where Company's principal office is located, and the Applicant/Indemnitor agrees that, in any such action, arbitration or proceeding he will be subject to the jurisdiction of any court of competent jurisdiction in the said State of Incorporation and in the State where the Company's principal office is located, and service of process may be made on the Applicant/Indemnitor in any manner then permitted under applicable law, and that venue shall be proper and convenient in the County in which the Company's principal office may be located. Interpretation and enforcement of the said Indemnity Agreement at the Company's option shall be governed by laws of the said State of Incorporation (excluding conflict of laws principles). For the purposes of this paragraph the principal office for the Company shall be deemed to be located in Brookfield, Waukesha County, Wisconsin.

If any provision(s) or sub-part of any provision of this Agreement is held to be void or unenforceable under the laws of the place governing its construction or enforcement, this Agreement shall not be void or unenforceable thereby, but shall continue as though such provision or sub-part of such provision were omitted.

This Agreement shall bind the undersigned, the heirs, executors, administrators, successors and assigns of the undersigned, jointly and severally.

AGREEMENT

FAIR CREDIT REPORTING ACT NOTICE This notice is given to comply with the Federal Fair Credit Reporting Act (Public law 91-508) and any similar state law which is applicable. As part of our underwriting procedure, a routine inquiry may be made which will provide information concerning character, general reputation, personal characteristics and mode of living. Upon request, additional information as to the nature and scope of the report, if one is made, will be provided.

Please be sure application is dated, witnessed or attested, signed and notarized in full.

The Agreement shall be effective this _____ day of _____, _____.

Applicant

Witness or Attest: _____ (SEAL)

By: _____ (Officers name and title if a corporation)

State of _____)
County of _____)

NOTARY ACKNOWLEDGMENT of Applicant's Signature

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

_____, NOTARY PUBLIC

INDEMNITY

In consideration of the Company executing the bond or instrument herein applied for, the undersigned join or joins in the foregoing Indemnity Agreement, and agree or agrees to be jointly and severally bound thereunder, and by all of the terms, covenants, and conditions thereof; the undersigned admits and declares that it has a material, substantial, and financial interest in the performance of the obligation which the bond or instrument applied for is given to secure, or in execution of the bond or instrument applied for, and asserts that if a corporation or a partnership is fully empowered to obligate itself hereby.

INDEMNITORS

WITNESS: _____

Signature _____ (SEAL)

Address _____

WITNESS: _____

Signature _____ (SEAL)

Address _____

State of _____)
County of _____)

NOTARIAL ACKNOWLEDGMENT of Indemnitors' Signatures

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

_____, NOTARY PUBLIC

ARKANSAS: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

COLORADO: "It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies."

DISTRICT OF COLUMBIA: "Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant."

FLORIDA: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

HAWAII: "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

KENTUCKY: "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance 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."

LOUISIANA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

MAINE: "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 or denial of insurance benefits."

NEW JERSEY: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

NEW MEXICO: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties."

NEW YORK: "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 a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation."

OHIO: "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."

PENNSYLVANIA: "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 subjects such person to criminal and civil penalties."

RHODE ISLAND: Insurer shall place on the application a warning which indicates the existence of a criminal penalty for failure to disclose a conviction for arson.

TENNESSEE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

VIRGINIA: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits."

WASHINGTON: "It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits."