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www.cnasurety.com

Form 10

APPLICATION FOR BOND—ANY KIND

Individual ☐
Partnership ☐
Corporation ☐
Limited Liability Company ☐
Limited Liability Partnership ☐

Applicant Name (Exactly as shown on License or Bond) Please print or type				Social Security #		Date of Birth		Married ☐ Single ☐	
Residence Address (Street and Number)		(City)		(State) (Zip)		(Telephone #)		(Fax #) (Email Address)	
Business Address (Street and Number)		(City)		(State) (Zip)		(Telephone #)		(Fax #) (Email Address)	
Occupation or Business			How long so engaged?		Previous Surety ☐ Yes ☐ No If yes, give name and reason for change.				
Type of Bond				Amount of Bond		Effective Date			
Complete Name and Address of Obligor									

FINANCIAL STATEMENT as of _____

Check applicable section on the reverse side to see whether a financial statement is necessary.

Check one: ☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS			LIABILITIES		
Cash (List Banks) _____			Accounts Payable _____		
Stocks + Bonds — Describe _____			Taxes due & accrued _____		
Notes Receivable — Describe _____			Notes Payable to Bank _____		
Merchandise or Material in Stock _____			Notes Payable to Others (Describe) _____		
Accounts Receivable _____			Mortgage on Real Estate _____ A		
Real Estate, Homestead _____ A			Mortgage on Real Estate _____ B		
Real Estate, Investment _____ B			Other Liabilities — Describe _____		
Furniture and Fixtures _____			TOTAL LIABILITIES		
Other Assets - Describe _____			Capital Stock (Paid in) _____		
TOTAL ASSETS			NET WORTH OR SURPLUS		
			TOTAL Liabilities and Net Worth		

Gross Sales - Two Years Ago _____ Last Year _____ Net Income - Two Years Ago _____ Last Year _____

INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports 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 premiums, including renewal premiums and any other charges, 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 any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless 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 and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement of loss and expense incurred by 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. The liability for the undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party
- (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 terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the office of the Company at Sioux Falls, South Dakota 57104, of not less than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to the date of the Company's receipt and notice of such termination
- (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 _____,

Agency _____			
Address _____			
Street			
City		State Zip	
Agent's Code _____			

Signature & Business/Corporate Title

"Indemnitor"

"Indemnitor"

"Indemnitor"

AGENT'S RECOMMENDATION

Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _____

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

AGENT: Check here if this correspondence was previously faxed or emailed to CNA Surety. ☐

IMPORTANT NOTICE

Please discuss with the principal the potential use of personal credit history to facilitate the underwriting review process.

1**PUBLIC
OFFICIAL
BOND**NO FINANCIAL STATEMENT
NECESSARY.
HAVE PRINCIPAL SIGN
APPLICATION IF \$75,000
OR MORE.

Net Worth: \$	Elected ☐ Appointed ☐	Date:	Term of Office:	Premium will be paid: ☐ Annually? ☐ for term?
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2**FIDELITY
BOND**NO FINANCIAL STATEMENT
NECESSARY.

Title of Position		Main Sources of Organization's Funding		
Purpose or Function of Organization				
Annual Salary	Will applicant sign checks? ☐ Yes ☐ No	Is countersignature required? ☐ Yes ☐ No By whom?	Regular audits? ☐ Yes ☐ No By whom?	
Are bank accounts reconciled by someone not authorized to deposit or withdraw from the accounts? ☐ Yes ☐ No		Ever discharged from any employment? ☐ Yes ☐ No Why?		
Last position held? Reason for leaving?		How long in present position?	Applicant's net worth: \$	

3**PROBATE
BOND**NO FINANCIAL STATEMENT
NECESSARY.
HAVE PRINCIPAL SIGN
THIS APPLICATION.

Name of deceased (Ward)	Date of death	Date of appointment (If over 6 months, please explain delay.)	Is applicant indebted to the estate or trust? ☐ Yes ☐ No (If yes, explain on an attached sheet.)
Has applicant had prior possession of estate assets? ☐ Yes ☐ No If yes, please explain.			
Name and address of attorney (If none, do not write the bond; submit it to our underwriters.)			Telephone #
Will the attorney remain involved throughout the duration of this estate? ☐ Yes ☐ No		Assets of estate or trust (describe)	
Name, age, and health status of ☐ minor(s) ☐ incompetent		Applicant's relationship to ☐ deceased ☐ ward(s)	Applicant's net worth: \$
Are guardianship funds to be used for support of ward? ☐ Yes ☐ No Approximately how much per month? (Please send copy of court order authorizing monthly expenditures.)		What is the source of the guardianship funds? (If an insurance settlement, do not execute the bond; instead refer it to an underwriter.)	
Who are the heirs of this estate?			Has anyone objected to the applicant's appointment as fiduciary? ☐ Yes ☐ No
Will any going business (excluding farms) of the estate be continued by fiduciary? (If yes, send a copy of court order.) ☐ Yes ☐ No		Is this bond required on the demand of an interested person? ☐ Yes ☐ No Who?	
Name and address of court:			
What is the applicant's experience in handling fiduciary responsibilities?			

4☐ **REFEREE'S
RECEIVER'S
TRUSTEE'S
BOND**NO FINANCIAL STATEMENT
NECESSARY.
HAVE PRINCIPAL SIGN
THIS APPLICATION.

Plaintiff	Name and address of principal's attorney	
Defendant	Name and location of Court	Applicant's net worth: \$

5**COURT BOND
OTHER THAN
3 AND 4**FINANCIAL STATEMENT
NECESSARY.
HAVE PRINCIPAL SIGN
THIS APPLICATION.

Name and location of Court	Name of Defendant
Name and address of attorney	If an Injunction or Restraining Order bond, does applicant anticipate a foreclosure or collection action against him? ☐ Yes ☐ No If so, submit for underwriting.
Explain purpose of bond (submit copy of relevant documents)	

6**LICENSE AND
PERMIT BOND**FINANCIAL STATEMENT
NECESSARY WHERE STATE IS
THE OBLIGEE.
HAVE PRINCIPAL SIGN
THIS APPLICATION.

Net worth: \$	General liability insurance carried? ☐ Yes ☐ No (Give limits)	State license number assigned to applicant, if applicable: #
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7**LOST SECURITIES/
CERTIFICATE
OF TITLE BOND**FINANCIAL STATEMENT
NECESSARY.
HAVE PRINCIPAL SIGN
THIS APPLICATION.

Serial Number and description (Please submit a copy or sample of the form it was on.)		Date of instrument	Payable to applicant only? ☐ Yes ☐ No If not, who is it payable to?
Are securities endorsed? ☐ Yes ☐ No	Describe manner of loss		Has notice of loss been given? ☐ Yes ☐ No When? To Whom?
If registered, in whose name?	If a check, has payment been stopped? ☐ Yes ☐ No If so, when?	If a deed of trust or note, has either been involved in a lawsuit? ☐ Yes ☐ No Was a judgment obtained? ☐ Yes ☐ No	
Vehicle Make	Vehicle Model	Vehicle Year	Vehicle VIN
Is there a lien or lien holder? ☐ Yes ☐ No If yes, list and explain.			

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CNA SURETYP.O. Box 5077
Sioux Falls, South Dakota 57117-50771-800-331-6053 FAX 1-605-335-0357
www.cnasurety.com

Guidelines for Completing and Signing a Form 10 Application For Bond—Any Kind and Form 10-E—Easy Application

COMPLETE APPLICABLE SECTION ON REVERSE

CNA SURETY For Office Use Only

Form 10

APPLICATION FOR BOND—ANY KIND

Applicant (for partnership, give full names of partners and trade name. Please print or type) _____ Social Security # _____ Age _____ Married _____
 Residence Address (Street and Number) _____ (City) _____ (State) _____ (Zip) _____ (Telephone #) _____
 Business Address (Street and Number) _____ (City) _____ (State) _____ (Zip) _____ (Telephone #) _____
 Occupation or business _____ How long so engaged? _____ Previous Surety ☐ Yes ☐ No ☐ If yes, give name and reason for change.
 Type of Bond _____ Amount of Bond _____ Effective Date _____
 Complete name and address of Obligor _____

FINANCIAL STATEMENT as of _____
 Check applicable section on the reverse side to see whether a financial statement is necessary.
☐ Business Financial Statement ☐ Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
Stocks + Bonds — Describe		Taxes due & accrued	
Notes Receivable — Describe		Notes Payable to Bank	
Merchandise or Material in Stock		Notes Payable to Others (Describe)	
Accounts Receivable		Mortgage on Real Estate	
Real Estate, Homestead	A	Other Liabilities — Describe	
Real Estate, Investment	B		
Furniture and Fixtures		TOTAL LIABILITIES	
Other Assets — Describe		Capital Stock (Paid in)	
TOTAL ASSETS		NET WORTH OR SURPLUS	
Gross Sales — Two Years Ago _____ Last Year _____		TOTAL Liabilities and Net Worth	
		Net Income — Two Years Ago _____ Last Year _____	

INDEMNITY
 The undersigned applicant and indemnitors hereby request Western Surety Company or any affiliate company (which such company/companies referred to herein as the "Company") to become surety for the above bond. The undersigned hereby certifies that all information furnished to the Company is true and correct, and that the Company is to be held harmless from any claims, including standing a bond, in the event of a default, in any way or manner, at the time of any renewal or actual claim, or for any other legitimate purpose as determined by the Company in its reasonable discretion, and jointly and severally agree:
 (1) To pay the cost of premiums, including renewal premiums, as the Company or its agents, shall see fit.
 (2) To indemnify the Company from and against any liability, loss, cost, damage, expense, attorney's fees and expenses, whatsoever which the Company shall at any time sustain as surety or by reason of having furnished this bond, including, but not limited to, the cost of defending the Company in any action or suit brought against the Company by reason of such surety.
 (3) To defend the Company with counsel and satisfactory termination evidence that there is no further liability on this bond or any other bond issued for application.
 (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 surety.
 (5) That the Company shall have the right to handle or settle any claim or suit in good faith. An indemnitor's statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the loss and extent of the liability of the indemnitor to the Company.
 (6) That the Company may deduct from money payable to any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
 (7) That the Company may deduct from money payable to any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom.
 (8) That if a contract is performed hereunder, the Company shall be entitled to the full amount of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (9) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (10) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (11) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (12) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (13) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (14) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (15) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (16) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (17) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (18) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (19) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.
 (20) That the Company shall, without notice, transfer or assign the rights, powers and remedies of any bond issued for indemnifying, and this agreement shall apply to any such shared bond.

Agency _____ Address _____ City _____ State _____ Zip _____
 Agent's Code _____

AGENT'S RECOMMENDATION
 Your recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and think of the applicant.

AGENT: Check here if this correspondence was previously faxed to CNA Surety. ☐
 Form 10-06/2003 © WSCA, 2003

We have examples showing five ways to sign an application.

a) INDIVIDUAL OR SOLE PROPRIETORSHIP

Complete Section One ① in the Individual's name showing the business trade name, if there is one, e.g. John Doe DBA Doe Company.

Signed this 2nd day of June, 2008

Signature & Business/Corporate Title

John Doe "Indemnitor"
Jane Doe "Indemnitor"

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

b) PARTNERSHIP

Complete Section One ① using the full names of all partners indicating the business trade name, e.g. John Doe and James Doe DBA Doe Company.

Signed this 2nd day of June, 2008

Signature & Business/Corporate Title

John Doe "Indemnitor"
James Doe "Indemnitor"
Jane Doe "Indemnitor"
Ann Doe, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

c) CORPORATION

Complete Section One ① using the name of the corporation only, e.g. Doe Corporation, Inc.

Signed this 2nd day of June, 2008

Signature & Business/Corporate Title

John Doe, President "Indemnitor"
James Doe "Indemnitor"
* Jane Doe "Indemnitor"
* Ann Doe, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

* In some cases the owners' spouses may also need to sign.

d) LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)

Complete Section One ① in the name of the limited liability company or partnership only, e.g. Doe Company, LLC or Doe Company, LLP.

Signed this 2nd day of June, 2008

Signature & Business/Corporate Title

John Doe "Indemnitor"
James Doe "Indemnitor"
* Jane Doe "Indemnitor"
* Ann Doe, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

* In some cases the members/owners'/partners' spouses may also need to sign.

e) OUTSIDE INDEMNITY (Relatives, Friends, etc.)

Complete Section One ① in the applicant's name following (a), (b) or (c) above.

Signed this 2nd day of June, 2008

Signature & Business/Corporate Title

John Doe "Indemnitor"
Jane Doe "Indemnitor"
John Henry "Indemnitor"
Joseph Smith, Indemnitor

NOTE: Personal indemnitors should sign their names before the word "indemnitor".

HELPFUL HINTS

- INDIVIDUAL OR SOLE PROPRIETORSHIP**—The individual or sole owner and spouse should sign Section Two ② before the word "Indemnitor". When providing financial statements, separate business and personal statements are preferable.
- PARTNERSHIP**—Each partner and his or her spouse should sign Section Two ② before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial statements, send a financial statement for the partnership along with personal statements for each partner.
- CORPORATION**—An officer should first sign Section Two ② on behalf of the corporation (indicating his/her corporate title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other owners should also sign as personal indemnitors before the word "Indemnitor" on each line. *In most cases, the owners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial information, supply a corporate financial statement along with individual financial statements and current addresses for the owners.
- LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)**—An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other members/owners/partners should also sign as personal indemnitors before the word "Indemnitor" on each line. In most cases the members/owners'/partners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting.
- OUTSIDE INDEMNITY (Relatives, Friends, etc.)**—When outside indemnity is required, the proposed indemnitors should sign Section Two ② below the applicants' signature(s) and before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. The outside indemnitors should provide their personal financial statements and current addresses.

NOTE: Financial statements may be submitted on the FORM 10 APPLICATION or on CNA Surety's Form #60—Financial Statement. Copies of Bank or Accountant prepared financial statements are also acceptable.



Cancellation Guidelines

To assist in understanding the numerous and diverse rules for bond cancellations, we have developed the following guidelines. There are many exceptions to the rules, so please contact your underwriting office with any specific questions.

1. First year premiums are usually considered fully earned.
2. Bonds that renew with a renewal bond or continuation certificate (in other words they're not continuous in nature) are cancellable upon the return of the original bond, renewal bond or continuation certificate. In the absence of the original renewal document, send written verification from the obligee (state, county, city, etc.) that the bond was not filed or used.
3. Many continuous bonds contain a cancellation clause which allows us to send notice of cancellation or nonrenewal to the obligee. Our notice must comply with the terms of the cancellation clause and conform to any applicable state laws. You can normally determine if there is a cancellation clause by reading the bond form.
4. Some continuous bonds **do not** contain a cancellation clause, so the only way we can cancel them is upon receipt of a letter of release from the obligee. The obligee's letter should state the principal's name, bond number, and the date our liability is considered terminated.
5. Probate Bonds usually require a court order to terminate our liability. Send us a copy of the Final Order of Discharge to cancel this type of bond.
6. Public Official Bonds written to coincide with a term of office require a signed letter of release from an official of the jurisdiction. That official must have the proper authority to release the bond.
7. Many state laws have been enacted in recent years which restrict us from effecting cancellation or nonrenewal except under specified circumstances. Providing us with a reason for cancellation is helpful for determining if we are allowed by law to do so.

Please contact your underwriting office if you would like to have any of these rules explained in more detail or if you have a question about how the above rules affect a specific bond.

P.O. Box 5077
Sioux Falls, SD 57117-5077
1-800-331-6053
Fax 1-605-335-0357