

GREAT AMERICAN INSURANCE COMPANY



COMMERCIAL SURETY APPLICATION

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

SECTION I: GENERAL INFORMATION

Commercial Surety

APPLICANT'S NAME _____ SS# _____

BUSINESS NAME _____ PHONE _____

FRAUD WARNING: Any person who knowing 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.

Signed and dated this _____ day of _____, 20_____

Company Name (If Applicable)

Corporate Structure

FEIN

Witness

Authorized Representative Signature

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

In consideration of the Surety executing, procuring the execution of, renewing, or presently exercising its right to cancel the Bonds, 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.

Indemnitor Name

Title

SSN

Witness Signature

Indemnitor Signature

Witness Signature

Spouse Signature

Spouse Name

Indemnitor Name

Title

SSN

Witness Signature

Indemnitor Signature

Witness Signature

Spouse Signature

Spouse Name