

General Information	
Business Name:	_____
Primary Contact:	_____ E-mail Address: _____
Business Address:	_____
Business Phone:	_____ Business Fax: _____
Business Website:	_____
State of Incorporation:	_____ Year Started: _____ Year of Present Management Control: _____
Business Tax ID:	_____ Is the Firm Union? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Both
Type of Business / Contract Specialty:	_____
LEED Project Experience? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, number of projects: _____ Number of LEED Certified Employees: _____
Geographic Area of Operation:	_____
Business Type:	<input type="checkbox"/> C-Corp. <input type="checkbox"/> Subchapter S <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Other: _____
Employee Count:	Office _____ Field _____ Total _____
Industry Affiliations/Memberships:	<input type="checkbox"/> AGC <input type="checkbox"/> ASA <input type="checkbox"/> ABC <input type="checkbox"/> CFMA <input type="checkbox"/> Other: _____
Certifications:	<input type="checkbox"/> 8A <input type="checkbox"/> HubZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> WOSB <input type="checkbox"/> Other: _____

Ownership Information						
Full Legal Name	Address	Title	SSN	Email	% Owned	
1. Name: _____	_____	_____	_____	_____	_____	_____
Spouse: _____	_____	_____	_____	_____	_____	_____
2. Name: _____	_____	_____	_____	_____	_____	_____
Spouse: _____	_____	_____	_____	_____	_____	_____
3. Name: _____	_____	_____	_____	_____	_____	_____
Spouse: _____	_____	_____	_____	_____	_____	_____
4. Name: _____	_____	_____	_____	_____	_____	_____
Spouse: _____	_____	_____	_____	_____	_____	_____

BOND INFORMATION	
Project Start Date: _____	Time for Completion: _____ Maintenance/Warranty Period: _____
Obligee: _____	
Obligee Address: _____	
Job Description: _____	
Job Location / Address: _____	
Have you worked for this Obligee before? <input type="checkbox"/> YES <input type="checkbox"/> NO	If YES, how many projects? _____
What is your current, Cost-to-Complete Work on Hand? _____	Largest Job Completed: _____
Special Bond Form: <input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, Attach a copy. Liquidated Damages: \$ _____
FOR BID BONDS:	FOR FINAL BONDS:
Bid Date: _____	Contract Value/Amount: _____
Estimated Total Bid Amount: \$ _____	Date Contract Signed: _____
Engineer's Estimate: \$ _____	Type of Bond(s) Needed: <input type="checkbox"/> Performance & Payment
Bond Amount or % : \$ _____ or _____ %	<input type="checkbox"/> Supply
	<input type="checkbox"/> Subcontractor Performance & Payment
	<input type="checkbox"/> Maintenance/Warranty
Total bids pending on other projects: \$ _____	Bid Secured By: <input type="checkbox"/> Check <input type="checkbox"/> Bond <input type="checkbox"/> Negotiated
	Bid Spread Between Next Lowest Bidder: \$ _____
MUST PROVIDE A COPY OF THE RFP OR FINAL CONTRACT & BOND FORMS	
<i>This application is not intended for use in connection with the following contracts; Design-Build, Subdivision, Site Improvement greater than \$100,000, Asbestos Abatement, Completion, Hazardous Materials or contracts with completion times greater than 1 year.</i>	

Financial Data

For bond needs over \$500,000, additional underwriting information may be required.

When is your Fiscal Year End? _____ Most recent fiscal year revenue _____ Net Profit _____
What is the equity or net worth of the business? _____
Do you have a business line of credit with a Bank? YES NO Amount: _____ Currently in use: _____
If 'YES', please provide bank name & contact name/number: _____
Total of all debt owed to banks, finance and equipment companies? _____
Are any Business or Personal Assets restricted or pledged on 3rd party debt? YES NO
Are Personal Assets held in Trust? YES NO If 'YES', name of trust: _____

General Data

Largest project: Contract Amount _____ Gross Profit % _____ Year Completed: _____ Bonded? Yes No
Description of largest project: _____
Largest backlog to date: _____ Number of people on your payroll: _____
Union? YES NO Are Union dues current? YES NO If 'NO', amount outstanding: _____
Has your company ever been bonded? YES NO If 'YES', name of previous Surety: _____
List all affiliated companies and corresponding ownership % here: _____ %: _____
_____ %: _____

Underwriting Questions

- Does the Applicant have any other Surety bonds in force with any other Surety company? Yes No
- Has another Surety company declined to write this or any previous bond? Yes No
- Has there ever been a claim or legal action against any bond executed on your behalf? Yes No
- Do you or any of your companies have any pending lawsuits, unsatisfied judgments or liens? Yes No
- Have you or any of your companies declared bankruptcy or become insolvent? Yes No
- Have you ever been convicted of a felony? Yes No
- Has the Applicant been in business under the current name and ownership for less than three years? Yes No
- Does the bond cover any type of environmental or pollution exposure? Yes No

Please explain all 'Yes' answers below and attach an additional sheet if necessary:

Agency Name:

Agent Name:



A Division of Frankenmuth Insurance

GENERAL AGREEMENT OF INDEMNITY

The Undersigned, Applicant and Indemnitor(s), (hereinafter referred to as the "Undersigned") hereby certify that the declarations made and answers given to Surety in any application(s) are the truth without reservation, and are made for the purpose of inducing Frankenmuth Insurance Company, any present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, (hereinafter referred to, individually and/or collectively, as the "Surety") to furnish a certain bond or bonds or undertaking or undertakings applied for and any renewal, modification and/or increase of the same or any bond or undertaking of similar nature given in substitution or renewal thereof (individually and collectively the "Bond").

INDEMNITY TO SURETY: Undersigned, and all new indemnitors added to this Agreement by rider, their present and future direct and indirect subsidiaries; affiliates, and parent companies, and all of their successors and assigns, and any joint venture, co-venture, consortium, partnership, trust, association, limited liability company or other legal entity in which one or more of them hold any ownership interest whether in existence now or formed or acquired hereafter, and any entity that obtains Bonds from Surety at the request of any of the aforementioned parties, or any combination of the above, agree to jointly and severally exonerate, indemnify and save the Surety harmless from any and all losses and expenses of any kind and nature relating to or arising from any surety bond issued by the Surety, including but not limited to, the payment of the following to the Surety upon demand:

1. All loss and expense, including reasonable attorney fees and costs, incurred by Surety by reason of having executed any Bond or as a result of any breach of this Agreement by any of the Undersigned; and
2. An amount sufficient to discharge any claim made against Surety on any Bond. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss on any Bond; and
3. Any premium due for any Bond, computed according to the rates then charged by Surety, including renewal premiums until proof satisfactory to Surety is furnished of its discharge from liability under any Bond.

WITH RESPECT TO CLAIMS AGAINST SURETY;

1. Surety shall, in its sole discretion, for itself and the Undersigned, determine in good faith whether any claim or suit upon any Bond shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.
2. Surety may incur such expenses, including reasonable attorney's fees and costs, as it deems necessary or advisable in the investigation, defense and payment of such claims.
3. Surety's determination in good faith of the foregoing shall be final and conclusive upon the Undersigned.
4. An itemized statement of loss and expense incurred by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the fact and extent of the liability of Undersigned to Surety in any claim or suit by Surety against Undersigned.
5. Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by Surety.
6. Undersigned authorize Surety to join any and all of the Undersigned as parties' defendant in any action, regardless of venue, against Surety on account of any Bond, and to enforce the obligations hereunder directly against any of the Undersigned without the necessity of first proceeding against the Principal.

GENERAL PROVISIONS:

1. Indemnitors hereby expressly authorize Surety to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting, claims and/or debt collection.
2. Surety shall have the right to decline to execute any Bond.
3. Surety shall have every right, defense or remedy which a personal surety without compensation would have, including the right of exoneration and the right of subrogation.
4. The Undersigned will, on request of Surety, procure the discharge of Surety from any Bond and all liability under any Bond. If such discharge is unattainable, the Undersigned will, if requested by Surety, either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such Bond or Bonds, or make provisions acceptable to Surety for the funding of the bonded obligation(s).
5. In case the execution hereof by any of the Undersigned may be defective or invalid for any reason, such defect or invalidity shall not in any manner affect the validity of this obligation or the liability hereunder of any other of the Undersigned. Invalidity of any provision of this Agreement by reason of the laws of any state or for any other reason shall not render the other provisions invalid.
6. All parties agree that any microfilmed, scanned, or electronically digitized copy of this Agreement made by Surety as part of its record storage and retention program shall be as effective as the original for all purposes.
7. The Undersigned has relied upon its own due diligence in making its own independent appraisal of Principal (note: when there are indemnitors other than Principal) and its business and financial condition, will continue to be responsible for making its own independent appraisal of such matters, and has not relied upon and will not hereafter rely upon Surety for information. Surety has no duty to inform any of the Undersigned indemnitors of the financial condition or other affairs related to Principal.
8. Undersigned shall remain responsible to Surety under this Agreement regardless of any change in business status or the relationship of the Undersigned with the Principal.
9. Undersigned have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. Undersigned further acknowledge and agree that (a) the execution, delivery and performance of this Agreement by such Indemnitors, (b) the compliance with the terms and provisions hereof, and (c) the carrying out of the obligations set forth herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions, or provisions of the charter documents or bylaws of such Indemnitors, or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment, decree of any court or governmental authority against or applicable to Indemnitors, or any other agreement binding on Indemnitors, or constitute a default hereunder.
10. Undersigned shall continue to remain bound under the terms of this Agreement even though the Surety may from time to time, with or without notice to or knowledge of the Undersigned, (a) assent to changes in any Bond or refusal to assent (b) accept, release or reduce any indemnity obligations or collateral of current or future Indemnitors or Pncipals for any reason. The Undersigned specifically waive notice of any such action and agree that any and all other rights which the Surety may have or acquire against the Undersigned and/or others, under any such agreements or additional agreements or collateral shall be in addition to, and not in lieu of, the rights afforded Surety under this Agreement.

Regardless of the date of the signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to the Surety of such intent to terminate. Such notice shall be addressed to Frankenmuth Insurance Company, Attention: Managing Director, Surety, One Mutual Drive, Frankenmuth, MI 48787 and shall become effective sixty (60) days after receipt of same. Termination hereunder shall not relieve the terminating Indemnitor(s) from liability with respect to any renewals or substitutions bonds or undertakings issued, or for which the Surety is obligated to issue, before the effective date of termination.

As Principal

Address: _____

Federal Tax ID

By: _____ Date: _____

(Signature, Title)

Witness: Print Name, Signature, Address



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Additional Indemnitors:

By: _____ Date: _____
(Signature, Title)

Federal Tax ID Number/ Company Address

Witness: Print Name, Signature, Address

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# or Tax ID: _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# or Tax ID: _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# _____

By: _____ Date: _____
(Signature, Title)

Address: _____

SS# _____