



INSCO INSURANCE SERVICES, INC.  
 Underwriting Manager for:  
**Developers Surety and Indemnity Company**  
**Indemnity Company of California**  
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*For rating and underwriting requirements on commonly issued Commercial bonds, please refer to the online rate card at: [www.InscoDico.com](http://www.InscoDico.com)*

**License & Permit and Miscellaneous Application**

<b>AGENT / BROKER INFORMATION</b>	PRODUCER		PRODUCERS CODE	<input type="checkbox"/> AGENCY BILL <input type="checkbox"/> DIRECT BILL	
<b>BOND INFORMATION</b>	TYPE OF BOND	BOND NO.	AMOUNT	REQUESTED EFFECTIVE DATE	
	NAME OF OBLIGEE				
<b>REQUIRED FOR ALL BONDS</b>	ADDRESS OF OBLIGEE		CITY	STATE	
	ZIP CODE				
<b>BUSINESS INFORMATION</b>	NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON THE BOND)			BUSINESS PHONE ( )	
	BUSINESS ADDRESS	CITY	STATE	ZIP CODE	
	NATURE OF APPLICANTS BUSINESS		FEDERAL TAX ID	DATE STARTED	
	PREVIOUS BONDING COMPANY AND BOND NUMBER		REASON FOR CHANGING BONDING COMPANIES		
<b>NOTARY BONDS ONLY</b>	<b>ATTACH A COPY OF THE COMMISSION FOR THE NOTARY</b>				
<b>CONTRACTORS LICENSE BONDS ONLY</b>	CONTRACTORS LICENSE DISCIPLINARY BOND <input type="checkbox"/> YES <input type="checkbox"/> NO		NAME OF CONSTRUCTION COMPANY		
	CONTRACTORS LICENSE, APPLICATION OR REGISTRATION NUMBER		CLASS OF LICENSE	RME/RMO BOND <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>MOTOR VEHICLES DEALERS ONLY</b>	MOTOR VEHICLE DEALERS DEALER NUMBER	NAME OF DEALERSHIP	STREET ADDRESS	CITY STATE ZIP CODE	
<b>DEFECTIVE TITLE BONDS ONLY</b>	DEFECTIVE TITLE: DESCRIPTION OF VEHICLE – MAKE, MODEL AND YEAR			DEFECTIVE TITLE – LICENSE NUMBER	
	DEFECTIVE TITLE – STATE OF REGISTRATION	DEFECTIVE TITLE – VIN / SERIAL NUMBER		STATE OF PRIOR REGISTRATION	
<b>APPLICANT PERSONAL INFORMATION</b>	NAME			<input type="checkbox"/> OWNER <input type="checkbox"/> OFFICER / STOCKHOLDER <input type="checkbox"/> PARTNER <input type="checkbox"/> MEMBER / MANAGER	
	HOME ADDRESS	CITY	STATE	ZIP CODE	
	EVER FAILED IN BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO		EVER DECLARED BANKRUPTCY <input type="checkbox"/> YES <input type="checkbox"/> NO	PENDING OR PRIOR TAX LIENS <input type="checkbox"/> YES <input type="checkbox"/> NO	
	EXPLAIN ALL YES ANSWERS				
	DO YOU OWN REAL PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO	TITLE IN NAME OF:			VALUE OF PROPERTY \$
	ENCUMBRANCE OWING TO: NAME AND ADDRESS			LOAN BALANCE \$	
	DRIVER'S LICENSE NO.	SOCIAL SECURITY NO.	SPOUSES NAME:		SPOUSE'S SS NO.
<b>SECOND APPLICANT (IF ANY) INFORMATION</b>	NAME			<input type="checkbox"/> OWNER <input type="checkbox"/> OFFICER / STOCKHOLDER <input type="checkbox"/> PARTNER <input type="checkbox"/> MEMBER / MANAGER	
	HOME ADDRESS	CITY	STATE	ZIP CODE	
	EVER FAILED IN BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO		EVER DECLARED BANKRUPTCY <input type="checkbox"/> YES <input type="checkbox"/> NO	PENDING OR PRIOR TAX LIENS <input type="checkbox"/> YES <input type="checkbox"/> NO	
	EXPLAIN ALL YES ANSWERS				
	DO YOU OWN REAL PROPERTY <input type="checkbox"/> YES <input type="checkbox"/> NO	TITLE IN NAME OF:			VALUE OF PROPERTY \$
	ENCUMBRANCE OWING TO: NAME AND ADDRESS			LOAN BALANCE \$	
	DRIVER'S LICENSE NO.	SOCIAL SECURITY NO.	SPOUSES NAME:		SPOUSE'S SS NO.

**THIS IS AN APPLICATION FOR A BOND. A BOND IS A CREDIT RELATIONSHIP. A BOND IS NOT AN INSURANCE POLICY. THE APPLICANT (PRINCIPAL) AND INDEMNITORS ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE OBLIGATIONS COVERED BY THE BOND AND THE CONDITIONS OF THE INDEMNITY AGREEMENT CONTAINED IN THIS APPLICATION.**

**SEE PAGE THREE FOR APPLICABLE STATE FRAUD WARNINGS**

**INDEMNITY AGREEMENT - READ CAREFULLY**

BOND NO. \_\_\_\_\_

Principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application are true and are made to induce Developers Surety and Indemnity Company and/or Indemnity Company of California (hereinafter "Surety") to issue the bond or bonds described therein (collectively "Bond"), including any extensions, renewals, modifications or substitutions of or additions to the Bond. Each Indemnitor further affirms that he, she or it understands that a Bond is a credit relationship, and authorizes Surety or its authorized agent, Inско Insurance Services, Inc., to gather the information it considers necessary and appropriate to evaluate creditworthiness.

AS CONSIDERATION for issuing the Bond, Indemnitors hereby jointly and severally agree, for themselves, their personal representatives, successors and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature which Surety incurs or for which it may become liable as a consequence of issuing the Bond (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, or modifications until there is no further liability under the Bond.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bond. An itemized statement of or sworn voucher from the Surety attesting to the Loss shall be **prima facie** evidence of the Loss.
4. If Surety establishes a reserve account, the Indemnitors shall immediately upon demand provide Surety with acceptable collateral equal to the reserve set and any future reserve increases, whether or not Surety has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual and potential claims against the Bond are exonerated and all loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bond ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety, Indemnitors, upon Surety's declaration of Principal's default, assign to Surety all rights and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts or accounts receivable in which Indemnitors have any interest; and all subcontracts under the Obligation.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to Principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Until full satisfactory performance of the Obligation and exoneration of the Bond, Surety may freely access, examine and copy Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction.
9. Indemnitors agree that the place of performance of the obligations created by this Agreement or issuance of the Bond is Orange County, California.
10. Each Indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the Principal fails to sign a Bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under this Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound; or (e) the failure of any other person or entity to sign this Agreement.
11. Indemnitors expressly waive notice of any claim or demand against the Bond or information provided to the Surety. Surety shall have the right to decline issuance of any or all bonds and may cancel, withdraw or procure its release from the Bond or any bond at any time, without incurring liability to Indemnitors.
12. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
13. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original.
14. This Agreement is a continuing obligation of the Principal and Indemnitors and may not be terminated.
15. As consideration for Surety's execution of the Bond applied for, each Indemnitor jointly and severally agrees to be bound by all of the terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**IMPORTANT**

If a Sole Proprietorship, applicant must sign. Applicant and spouse must sign personal indemnity below. If a Partnership, two authorized Partners must sign on behalf of the firm. The two authorized partners and their spouses must sign personal indemnity below.

If a Corporation, two corporate officers must sign below on behalf of firm. Owners of the corporation and their spouses must sign personal indemnity below.

If a Limited Liability Company, two managers/members must sign on behalf of the company. The two authorized managers/members and their spouses must sign personal indemnity below.

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Indemnitor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Spouse's Signature)

\_\_\_\_\_  
(Indemnitor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Spouse's Signature)

## STATE FRAUD WARNINGS

### 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. SECTION 23-66-503(a) OF THE ARKANSAS INSURANCE CODE

### 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. SECTION 1-01-127(I) COLORADO REVISED STATUTES.

### DISTRICT OF COLUMBIA

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. DISTRICT OF COLUMBIA CODES, SECTIONS 22-3825.1 TO 22-3825.10.

### 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. CHAPTER 817.234 OF FLORIDA STATUTES.

### 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 ACT, WHICH IS A CRIME. KENTUCKY STATUTES, KRS 304.47-030.

### 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 INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. MAINE INSURANCE CODE 24-A M.R.S.A. 2186(3).

### MARYLAND

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 27-805(b)(1) OF THE ANNOTATED CODE OF MARYLAND.

### MINNESOTA

A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME. SECTION 60A.955 OF THE MINNESOTA STATUTES.

### 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. SECTION 17:33A-6(c) OF THE NEW JERSEY STATUTES.

### 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. SECTION 59A-16C-8 NEW MEXICO STATUTES.

### 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. NEW YORK INSURANCE LAW, SECTION 403(d).

### 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 FALSE OR DECEPTIVE STATEMENT, IS GUILTY OF INSURANCE FRAUD. OHIO REVISED CODE SECTION, ORC 3999.21.

### OKLAHOMA

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION, IS GUILTY OF A FELONY. OKLAHOMA STATUTES 36 O.S. 3613.1 O.R. 365: 15-1-10(c).

### 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 PENALTIES. 18 PA C.S.A SECTION 4117.

### 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. TENNESSEE CODE ANNOTATED SECTION 56-53-111(b).

### 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. VIRGINIA STATUTES 52-40.

### 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. WASHINGTON RCW 48.135.080.