

Guidelines for Signing a Form 10-E Easy Application for Bonds

We have examples showing five ways to sign an application.

1. Individual or Sole Proprietorship.

Signed this 3rd day of November, 2008

Signature & Business/Corporate Title

John Doe "Indemnitor"

Jane Doe "Indemnitor"

"Indemnitor"

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

The individual or sole owner and spouse should sign at the bottom of the application before the word "Indemnitor".

2. Partnership.

Signed this 3rd day of November, 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".

Each partner and his or her spouse should sign at the bottom of the application 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.

3. Corporation.

Signed this 3rd day of November, 2008

John Doe, President

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".

An officer should first sign 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.

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

4. Limited Liability Company or Partnership.

Signed this 3rd day of November, 2008

John Doe, Manager

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".

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.

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

5. Outside Indemnity (Relatives, Friends).

Signed this 3rd day of November, 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".

When outside indemnity is required, the proposed indemnitors should sign at the bottom of the application below the applicants' signatures 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.

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.



- Individual
- Partnership
- Corporation
- Limited Liability Company
- Limited Liability Partnership

Application for Title Insurance Settlement Agent

PLEASE PRINT OR TYPE.

Applicant(s): Complete for individual(s), partners or corporate owner(s). Attach additional applications and cross reference if more than three owners. **EACH MUST SIGN AT BOTTOM RIGHT.**

Business or Corporate Name:

Business Address _____

| | |
|---|-----------------------------------|
| Type of Business _____ | Number of Years in Business _____ |
| Total number of years experience in title insurance business: _____ | |
| Amount of Bond: \$ _____ | Effective date: _____ |

Has the business, or any other owner/applicant:

- a. Ever been convicted of a crime? Yes No
 - b. Ever had their license suspended, revoked or denied? Yes No
 - c. Ever been party to a surety bond claim? Yes No
- (If any answers are yes, provide details.)

State or governmental entity requiring this bond (and address):

Agent's recommendation/additional comments:

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 57103, 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.

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

| | |
|---|--------------|
| Signed this _____ day of _____, _____ | |
| _____ Signature & Business/Corporate Title | "Indemnitor" |
| _____ Signature & Business/Corporate Title | "Indemnitor" |
| _____ Signature & Business/Corporate Title | "Indemnitor" |

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

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

PHONE (605) 336-0850

FAX (605) 335-0357

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