

## COMMERCIAL SURETY BOND APPLICATION AND INDEMNITY AGREEMENT

TYPE OF BOND: _____	BOND AMOUNT: \$ _____
NAME OF BROKER: _____	
BROKER E-MAIL ADDRESS: _____	BROKER WEBSITE: _____
BROKER KNOWS APPLICANT SINCE: _____	
EFFECTIVE DATE OF BOND: _____	

COMPLETE BOX IF APPLICANT IS AN INDIVIDUAL	
NAME OF APPLICANT: _____	
Full Address: _____	E-mail Address: _____
	Website Address: _____

COMPLETE BOX IF APPLICANT IS A CORPORATION/ LLC/ LLP	
NAME OF APPLICANT: _____	
Full Address: _____	E-mail Address: _____
	Website Address: _____
Organized date: (dd/mm/yy) _____	under laws of (Dom.) _____ (Prov.) _____ (State) _____
Name of President: _____	Name of Vice-President: _____
Name of Secretary: _____	Name of Treasurer: _____
Name(s) of Major Shareholders: _____ ( %) _____ ( %) _____ ( %) _____ ( %)	

### COMPLETE APPLICABLE SECTION(S) BELOW

SECTION I: OPEN PENALTY [ <input type="checkbox"/> ] FIXED PENALTY [ <input type="checkbox"/> ] LOST DOCUMENT BONDS
1. Certificate <input type="checkbox"/> Bond <input type="checkbox"/> number(s) and name of issuer: _____
2. Number of shares represented: _____ Common or Preferred: _____
3. Name in which Bond(s)/Share(s) are registered: _____
4. Was BOND in BEARER form? <input type="checkbox"/> Fully Registered? <input type="checkbox"/> Registered as to Principal Only? <input type="checkbox"/>
5. Value of Bond - Principal: \$ _____ Value of coupons attached, if any: \$ _____
6. Was Certificate(s)/Bond(s) endorsed? If yes, please provide details [ <input type="checkbox"/> ] YES [ <input type="checkbox"/> ] NO
7. Has Applicant ever been refused a bond in this, or any other connection? If so, please provide details. _____
<b>*PLEASE ATTACH: PERSONAL NET WORTH STATEMENT/TRANSFER AGENT LETTER/AFFIDAVIT OF LOSS</b>

**SECTION II: LICENSE & PERMIT BOND [ ] CUSTOMS & EXCISE BOND [ ]**

1. What is the nature of the Applicant's business?

2. How long engaged in that business? (If less than 2 years, please provide details on previous employment).

3. Is the Applicant or any of the undersigned engaged in other business ventures ? Yes No  
If yes, please provide further details.

4. (a) Has any company refused to issue or continue a bond for the Applicant? Yes No  
If yes, please provide further details.

(b) Are any other Surety bonds currently in place for the Applicant with another Surety Company? Yes No  
If yes, please provide further details.

5. Has the Applicant or have its owners ever failed in business or compromised with creditors? Yes No  
If yes, please provide details.

6. Are any law suits, judgments or liens pending against the Applicant or any of the undersigned? Yes No  
If yes please provide details.

7. Does the Applicant or any of the undersigned presently act as a guarantor for any other company or individual? Yes No  
If yes, please provide details.

Please give as reference the names and addresses of your bank and two largest creditors:

NAME	ADDRESS AND TELEPHONE NUMBER

**\*ATTACH COPY OF THE APPLICANT'S LATEST COMPARATIVE YEAR-END FINANCIAL STATEMENTS**

**SECTION III: ADMINISTRATION [ ] COMMITTEE [ ] GUARDIANSHIP [ ]  
FOREIGN EXECUTOR [ ]**

1. Occupation of Applicant (if retired, previous occupation):

2. Business address of Applicant:

3. Give names and address of two persons for reference:

Name	Occupation	State full address

4. Have you or any other person given bond for this estate previously? [ ] YES [ ] NO  
(If yes, state details)

5. Relationship of Applicant to decedent or incompetent:

6. Are you indebted to the Estate? (If yes, give full particulars) [ ] YES [ ] NO

7. Name and address of solicitor you will employ:

8. Does the decedent or incompetent have a will? (If yes, please attach copy) [ ] YES [ ] NO

9. Age of incompetent: State of health:

10. Name and Address of deceased or incompetent: Date of Death or Date Declared Incompetent

**11. INVENTORY OF ESTATE - COMPLETE SCHEDULE "A" - "INVENTORY OF ESTATE" TO FORM PART OF APPLICATION**

**12. BENEFICIARIES**

NAME	AGE	RELATIONSHIP TO DECEASED	FULL ADDRESS

**\*PLEASE ATTACH: PERSONAL NET WORTH STATEMENT/INDEPENDENT LEGAL ADVICE/PROMISE TO PAY AND ALL RELATED CORRESPONDENCE/ AFFIDAVITS/ COURT DOCUMENTATION.**

The undersigned hereby declare(s) that all the information provided herein is to the best of my/our knowledge true, complete and correct and understand it will be used by the Surety to determine credit worthiness.

The undersigned further consent(s) to the Surety making any enquiries it deems necessary to reach a decision on this application, and consent(s) to the disclosure at any time of any credit information about me/us to any credit reporting agency or to any one with whom I/we have financial relations.

That the Company may complete any blanks left or correct any errors in completing any blanks, herein or in the said foregoing statement, and such insertions or corrections shall be prima facie correct.

### **INDEMNITY AGREEMENT**

WHEREAS, the undersigned have applied to ST. PAUL GUARANTEE INSURANCE COMPANY (hereinafter referred to as the "Surety") for certain surety bonds (hereinafter referred to as the "Bonds", which term shall include all extensions, renewals, substitutions and modifications thereto)

NOW THEREFORE, in consideration of the issue of Bonds, whether past, present and future, by the Surety or procured by the Surety on behalf of the undersigned or of the Surety refraining from cancelling such Bonds and of the sum of Two Dollars and other good and valuable consideration paid by the Surety to each of the undersigned (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby jointly and severally agree as follows:

1. The undersigned undertake to indemnify the Surety in full for any loss or damages that it may suffer arising from the issue of one or several Bonds, or arising from a decision of the Surety not to issue any Bond, or arising from any default by the undersigned under the present agreement. The present undertaking includes, without limitation, the obligation of the undersigned to reimburse to the Surety all sums which it might be called upon to pay:
  - A. as a result of a judgment, arbitration award or settlement;
  - B. as damages of any nature, including punitive and exemplary damages, as the case may be;
  - C. in respect of any claim, liability or loss;
  - D. as expenditure, costs or fees that it may incur, including the cost of internal or external adjusters and consultants;
  - E. in satisfaction of judicial and extra-judicial fees and disbursements of the Surety's counsel on a solicitor and client basis and legal fees of claimants' counsel;
  - F. as administration costs related to claims under Bonds and under this agreement.
2. The undersigned undertake to pay to the Surety:
  - A. the initial premium for the issue of any Bond, in conformity with the Surety's tariff in force, or such other tariff as may be agreed upon with the undersigned; and
  - B. thereafter, any additional or other premium, in conformity with the Surety's tariff in force or such other tariff as may be agreed upon with the undersigned until such time as the Surety receives proof to its satisfaction, confirming its complete release from all Bonds issued by it, and from the renewal or extension of such Bonds.
3. In order to permit the Surety to meet its obligations under the Bonds, the undersigned undertake to advance to the Surety upon demand, funds or satisfactory guarantees sufficient to allow the Surety to perform any or all of its obligations under the Bonds, which could be subject to indemnification under the terms of the present agreement, even before any payment has been made by the Surety to a third party. Without limiting the generality of the foregoing, the undersigned undertake to advance funds or furnish guarantees, as soon as the Surety establishes or increases a reserve with respect to a claim or a situation relating to any Bonds, up to the amount of such reserve which will be established by the Surety in its sole discretion.
4. The undersigned acknowledge that the Surety will have the right, in its sole and entire discretion, to decide whether to pay, settle or contest any claim under a Bond without any obligation to consult or advise the undersigned in advance of so doing. The undersigned acknowledge their obligation to indemnify the Surety in virtue of the present agreement, upon presentation by the Surety of a release or a copy of a cheque or any other proof of payment, which will be deemed to be complete proof of the amount paid and of the Surety's right to make such payment as a result of the issue of the Bonds and, consequently, its right to demand reimbursement from the undersigned under the terms of the present agreement.
5. The undersigned hereby renounce the benefits of division and discussion.
6. This agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.
7. All of the terms and conditions of the present agreement are for the benefit of:
  - A. any predecessors or successors or assigns of the Surety, including as a result of mergers, name changes, acquisitions of portfolios, or otherwise, and
  - B. any surety, joint or several, any re-insurance company and any other surety procured by the Surety upon the request of the Principal to issue a Bond or Bonds, whether or not such Bond or Bonds are issued by the Surety or whether or not the surety retains any interest in any such Bond or Bonds.
8. The present agreement will be interpreted in accordance with the laws in force in the Province of Ontario.

IN WITNESS WHEREOF the undersigned have executed and sealed this Indemnity Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PERSONAL INDEMNITORS SIGN HEREUNDER**

**WITNESSES**

**INDEMNITORS**

_____	Signed at _____
<b>Typewritten Name</b>	_____
_____	<b>Typewritten Name</b>
<b>Signature of Witness</b>	_____
_____	<b>Signature of personal indemnitor</b>
_____	_____
<b>Address</b>	<b>Address</b>
_____	<b>Social Insurance Number</b>

_____	Signed at _____
<b>Typewritten Name</b>	_____
_____	<b>Typewritten Name</b>
<b>Signature of Witness</b>	_____
_____	<b>Signature of personal indemnitor</b>
_____	_____
<b>Address</b>	<b>Address</b>
_____	<b>Social Insurance Number</b>

**CORPORATE INDEMNITORS SIGN HEREUNDER AND AFFIX SEAL**

<b>Name of Corporation:</b> _____	
<b>Address of Corporation:</b> _____	
_____	_____
Name in Block letters (Authorized Officer) - Title	Name in block letters (Authorized Officer) - Title
_____	_____
<b>Signature of Authorized Officer</b>	<b>Signature of Authorized Officer</b>
<b>I HAVE AUTHORITY TO BIND THE CORPORATION/ LLC/ LLP</b>	<b>I HAVE AUTHORITY TO BIND THE CORPORATION/ LLC/ LLP</b>

<b>Name of Corporation:</b> _____	
<b>Address of Corporation:</b> _____	
_____	_____
Name in Block letters (Authorized Officer) - Title	Name in block letters (Authorized Officer) - Title
_____	_____
<b>Signature of Authorized Officer</b>	<b>Signature of Authorized Officer</b>
<b>I HAVE AUTHORITY TO BIND THE CORPORATION/ LLC/ LLP</b>	<b>I HAVE AUTHORITY TO BIND THE CORPORATION/ LLC/ LLP</b>