



**United Fire & Casualty Company**  
Home Office: Cedar Rapids, Iowa

**NOTE:** Copy of Contract, Specifications, Plans, Bond Form required (in case Bid Bond, Advertisement and Instructions to Bidders), and applicant's Financial Statement must accompany this Application and all questions be fully answered.

1. Full name of Applicant \_\_\_\_\_ Age \_\_\_\_\_  
(If corporation, give exact corporate title)

2. Business address (Street, City and State) \_\_\_\_\_

3. If Applicant is a firm, name all partners of firm; if a corporation, name principal officers and directors.

NAME	AGE	ADDRESS

4. Have you complied with all local ordinances and statutes governing licenses and permits?` \_\_\_\_\_

5. Kinds and amounts of bonds required: Bid Bond \$ \_\_\_\_\_; Contract Bond \$ \_\_\_\_\_  
Labor and Material Bond \$ \_\_\_\_\_; Maintenance Bond \$ \_\_\_\_\_

6. To whom is bond to be given \_\_\_\_\_  
(GIVE FULL NAME AND ADDRESS, ETC.)

7. Does Bid bond operate as final bond? \_\_\_\_\_ Bids are to be opened \_\_\_\_\_ 20 \_\_\_\_\_

8. Amount of Bid or Contract is \$ \_\_\_\_\_ Date of Contract \_\_\_\_\_

9. Nature of Contract (Give concise description of proposed work and locality) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Name and address of Architect or Engineer in charge \_\_\_\_\_:  
What is his estimate of cost of work? \$ \_\_\_\_\_ Your estimate? \$ \_\_\_\_\_

11. OTHER BIDDERS on above contract including highest and lowest:

NAME	ADDRESS	BID
1.		
2.		
3.		
4.		
5.		

If more than five bids, tabulate them on separate paper and attach to above.

**TERMS OF CONTRACT**

12. Date work is to be commenced: \_\_\_\_\_ Date work is to be completed: \_\_\_\_\_

State whether there is an escalator clause or strike clause or arbitration provision in the contract: \_\_\_\_\_

13. Penalty for non-completion on time: \_\_\_\_\_ Premium for advance completion: \_\_\_\_\_

14. State when and how payments are to be made on contract: \_\_\_\_\_

15. How long must work be kept in Repair after completion? \_\_\_\_\_

Is this Repair or Maintenance guarantee limited to defects in workmanship or materials? \_\_\_\_\_

If not, describe guarantee fully: \_\_\_\_\_

16: State approximate amount of this contract which will be Sublet \$ \_\_\_\_\_ Describe below the principal Sub-Contracts:

AMOUNT	CHARACTER OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS

17. Will you require sub-contractors to give bonds? \_\_\_\_\_ Corporate or Private? \_\_\_\_\_

18. State whether you have purchased or made binding contracts for the materials needed for this contract, and on what basis:  
\_\_\_\_\_

**UNCOMPLETED WORK ON HAND**

19. Give information below about all your Contract Work Under Way or Bids outstanding:

CONTRACT PRICE	KIND OF CONSTRUCTION	NAME OF OWNER OR LOCATION OF WORK	AMOUNT UNCOMPLETED	EXPECTED COMPLETION DATE
1.				
2.				
3.				
4.				
5.				
6.				

20. Names of all surety companies bonding above or other contracts: \_\_\_\_\_

21. Have you applied to any other company for this bond? \_\_\_\_\_ State name of company and reasons why declined:  
\_\_\_\_\_

**EXPERIENCE**

22. Describe largest similar project you have completed in your own name: \_\_\_\_\_  
\_\_\_\_\_

23. Have you or anyone connected with your organization ever failed to complete any work undertaken? \_\_\_\_\_  
If so, give full details: \_\_\_\_\_

24. With what bank have you arranged additional financing should it be needed? \_\_\_\_\_

25. What maximum line of credit has been established with a bank? \_\_\_\_\_

26. Have you assigned or do you intend to assign to other than your surety your payments on this or any other contract or any part thereof?  
\_\_\_\_\_

27. Describe any judgments, suits, mechanics' liens, controversies or claims of any kind pending againsts you: \_\_\_\_\_

28. Give full details of any controversy you have or are experiencing in regard to taxes, Federal, State or any other: \_\_\_\_\_

29. Are you the indemnitor of any other person or corporation; or are you participating in any other contract as a joint venturer?  
\_\_\_\_\_

The undersigned hereby represents and declares that the statements made herein are true and are made as an inducement to the UNITED FIRE & CASUALTY COMPANY (hereinafter called Company) to execute or procure the execution of the bond or bonds herein applied for, and should the Company, execute or procure the execution of said bond or bonds, the undersigned agrees with the Company, its successors and assigns, as follows:

- 1st. To pay the Company, in advance, the following premiums:
- the premium of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for the bid bond, for its term, or any part thereof;
  - the premium of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for the full maintenance or guarantee period; or any part thereof;
  - the premium of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
for the contract bond and the labor and material bond, if any for the term of \_\_\_\_\_ Year \_\_\_\_\_

beginning on the date of said contract bond, or for any part of said term; and an annual premium in advance for each year after said term based on currently filed Company rates as applied to said contract price, and an additional term and annual premium at said rates, based on any increase of said contract price, as shown by the certificate of the engineer or architect in charge, and to be adjusted upon completion of said contract, such annual premiums to be paid as long as liability on said contract bond shall continue after said term and until the undersigned shall deliver to the Company, at its Home Office in Cedar Rapids, Iowa, written evidence, satisfactory to the Company, of its discharge from such liability.

2nd. To indemnify the Company and save it harmless from and against every claim demand, liability, loss, costs, damages, expenses and attorneys' fees whatever, and any and all liability therefore, sustained or incurred by the Company by reason of executing said bond or bonds, or any of them, in making any investigation an account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, in recovering or attempting to recover salvage or any unpaid bond premium, and in enforcing any of the agreements therein contained, and the undersigned shall place the Company in funds to meet the same as soon as the Company shall become liable therefor, whether it shall have paid out such sum or not; and in case the undersigned requests the Company to join in the prosecution or defense of any legal proceeding, the undersigned shall, on demand of the Company, deposit with it sufficient funds to be used by it to pay all expenses and judgments that may be rendered therein.

3rd. The Company shall have the right at its option and in its sole discretion, (a) to take possession of all or any part of the work of the said contract whenever, in its sole opinion, such action is desirable or necessary, and at the expense of the undersigned to complete, or to contract for the completion of the same, or to consent to the re-letting or completion thereof by the owner or obligee in said bond; (b) to pay, settle, or compromise any claim, demand, suit or judgment upon said bond or bonds, and the voucher or other evidence of such payment shall be prima facie evidence of the fact and extent of the undersigned's liability to the Company; (c) to fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or in the amount or date of payment of said premium or premiums.

4th. For the better protection of the Company, to assign, transfer and convey, and does hereby assign, transfer and convey to the Company, to be effective as of the date hereof, but only in the event of any breach, delay, or default on the part of the undersigned in the performance of the contract covered by said bond or bonds, failure or inability of the undersigned to promptly pay, satisfy and discharge any and all obligations which might constitute possible claim under the bond or bonds, or breach of any of the terms of this agreement.

- (a) all right, title and interest of the undersigned in and to all tools, plant, equipment and materials of every nature and description that may now or hereafter be upon said work, or in, on or about the site thereof, including as well all materials purchased for or chargeable to said contract which may now be in the process of construction, or in storage elsewhere, or in transportation to said site, and
- (b) all rights of the undersigned in and to all subcontracts which have been or may hereafter be entered into, and the materials embraced therein, and
- (c) all earned estimates, deferred payments and retained percentages and any and all other monies or properties that may be due and payable or that hereafter may become due and payable to the undersigned on account of said contract or any other contract of the undersigned on which the Company is or may become surety, or an account of extra work or materials supplied in connection therewith, and any and all other monies or properties of the undersigned,

and in the event of any breach, delay or default on the part of the undersigned in the performance of the contract covered by said bond or bonds, failure or inability of the undersigned to promptly pay, satisfy and discharge any and all obligations which might constitute possible claim under the bond or bonds, or breach of any of the terms of this agreement, the undersigned hereby authorizes and empowers the Company, its authorized representatives, to enter upon and take possession of said tools, plant, equipment, materials and subcontracts, and to enforce, use and enjoy title thereto and possession thereof, and to sell the same as owner thereof, and agrees that all monies and the

proceeds of payments and properties hereby assigned shall be the sole property of the Company, and to be by it credited upon any loss, cost, damage and expense sustained or incurred by it under the said bond or bonds and any other bond or bonds heretofore or hereafter executed at the request of the undersigned. If for any reason the Company deems it necessary to enforce any assignment, transfer or conveyance as provided herein, the undersigned hereby expressly authorizes and empowers any person or persons designated by the Company to endorse in the name of the payee and to collect any check, draft, warrant or other instrument made or issued in payment of any monies due on said contracts and to execute in the name of the undersigned any instruments necessary to secure absolute title to the Company of any funds, property and/or rights hereby assigned, transferred and conveyed.

5th. If, for any reason, the Company shall be required or shall deem it necessary to set up a reserve in any amount to cover any contingent claim or claims, loss, costs, attorney's fees and disbursements, and expenses in connection with said bond or bonds by reason of default of the undersigned, abandonment of the contract, suits or liens filed, unpaid and past due bills, dispute with the owner or obligee, or for any reason whatsoever, and regardless of any proceedings contemplated or taken by the undersigned or the pendency of any appeal, the undersigned shall immediately upon demand deposit with the Company an amount sufficient to cover such reserve and any increase thereof, such funds to be held by the Company as collateral, in addition to the indemnity afforded by this instrument, with the right to use such funds or any part thereof, at any time, in payment or compromise of any judgment, claim, liability, loss, damage, attorney's fees and disbursements, or other expenses.

6th. If the Company prosecutes any suit, action, or proceeding to enforce any of the covenants herein contained, the undersigned shall pay the costs, charges, and expenses, including attorneys' fees and disbursements incurred, all of which shall be included in any judgment or decree that may be rendered against the undersigned.

7th. In the event it becomes necessary or advisable in the judgment of the Company to control, administer, operate or manage any or all matters connected with the performance of the contract for the purpose of minimizing any possible loss or ultimate loss to the undersigned and the Company, the undersigned hereby expressly covenants and agrees that such action on the part of the Company shall be entirely within its rights and remedies under the terms of this agreement and as surety, and does hereby fully release and discharge the Company, in this connection, from liability for all actions taken by it or for its omissions to act, except for deliberate and willful malfeasance.

8th. To waive, and does hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states.

9th. That this agreement shall cover the bond or bonds herein applied for and any and all alterations, modifications, renewals, continuations and extensions thereof. The Company is hereby authorized to assent to any changes in or modifications of the contract, plans, specifications, bond or bonds without notice to or request of the undersigned.

10th. All the terms and conditions of this agreement shall stand for the protection of any co-surety, any reinsuring company, or any other surety procured at any time by the Company, whether the Company does or does not execute or retain any portion of any said bond or bonds.

11th. Nothing herein contained shall be considered or construed to waive, abridge or diminish any right or remedy which the Company might have if this instrument were not executed.

12th. If any provision or provisions of this instrument be void or unenforceable under the laws of any place governing its construction, this instrument shall not be void or vitiated thereby but shall be construed and enforced with the same effect as though such provision or provisions were omitted.

13th. The Company shall have the right to decline to execute said bond or bonds, and if it shall execute said bid bond shall have the right to decline to execute any or all of the other bonds herein applied for, and no claim may be made against the Company in consequence of its failure to execute such bond or bonds; nor shall any claim be made in case the bond executed be not accepted by or on behalf of the obligee.

14th. These covenants shall be binding upon the undersigned, jointly and severally, and upon the respective heirs, executors, administrators, successors and assigns of the undersigned.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

(If a corporation, sign corporate name, by an authorized officer; if a partnership, each member of the firm shall affix signature below firm's name.)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_ By \_\_\_\_\_

WITNESS ATTEST

\_\_\_\_\_