

Has contractor been previously submitted to UFG Surety? Yes No

CONTRACTOR INFORMATION

Business Name: _____

Type of Business: Corporation LLC Partnership Proprietorship

Business Street Address: _____

City: _____ State: _____ Zip: _____

Construction Specialty: _____

OWNER INFORMATION (please start with corporate officer of business, president or member)

Owner: _____ Title: _____ SSN: _____ % Ownership: _____

Spouse/Domestic Partner: _____ SSN: _____

Home Street Address: _____

Owner: _____ Title: _____ SSN: _____ % Ownership: _____

Spouse/Domestic Partner: _____ SSN: _____

Home Street Address: _____

Owner: _____ Title: _____ SSN: _____ % Ownership: _____

Spouse/Domestic Partner: _____ SSN: _____

Home Street Address: _____

Please mark yes if ANY of the following exclusions apply: Yes No

- Has the business or any owner(s)
 - Been in business or under current management for less than 3 years?
 - Ever filed for bankruptcy?
 - Involved in any current or pending litigation?
 - Had any liens filed against them or been delinquent on federal or state taxes in last 5 years?
 - Failed to complete a contract or been involved in a surety claim?
 - Been declined by or have open bonds with another surety in past 12 months?

If any exclusions apply, please explain: _____

By signing this application the applicant(s) certifies the answers are true and complete to the best of their knowledge. Applicant and **ALL** owners and spouses/domestic partners hereby authorize United Fire Group and any of its related Companies or Affiliates and the Agency to make such pertinent inquiry as necessary from consumer credit reporting agencies, financial institutions, persons, firms, and corporations in order to confirm and verify information referred to or listed on this application.

Date

Signature of Applicant

Printed Name and Position

For prequalification simply complete Contractor/Owner Information section on previous page. For immediate bond request complete Bond Request section below. Full indemnity will be required (business, owners and domestic partners).

For single bond up to \$500,000 / Aggregate up to \$750,000

Program Exclusions include the following types of contracts:

Subdivision	Multi-year Terms	Service Contracts	Maintenance/Warranty >2 years
Completion	Software Programs	Design Build	Sovereign Nation owners
IDIQs	Environmental	Efficiency guarantees	Project location not in contiguous state

BOND REQUEST

Project Owner/Obligee: _____

Project Owner/Obligee Address: _____

Project Location: _____

Project Description: _____

Completion Date: _____ Maintenance Period # Years: _____ Liquidated Damages: _____

Bid Date: _____ Bid Estimate: _____ Bid Bond % or amount: _____

OR

Contract Date: _____ Contract Amount: _____ 2nd Lowest Bidder: _____

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INDEMNITY AGREEMENT – READ CAREFULLY AND SIGN

We/I, the undersigned (hereinafter, **Indemnitor(s)**), certify, represent and warrant that the foregoing Bond Application is true and that it is made for the purpose of inducing the UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and/or FINANCIAL PACIFIC INSURANCE COMPANY (hereinafter, together with their successors and assigns, co-sureties, reinsurers, any other surety procured by them, referred to as **Surety**), to execute or procure the execution of or continue or renew or modify any and all surety bonds or undertakings issued before, on or after the date of this agreement (hereinafter, the **Agreement**) on behalf or at the request of any **Indemnitor** (hereinafter, **Bonds**). Each **Indemnitor** understands that each **Bond** applied for is a proposed credit relationship, and hereby authorizes **Surety** to gather such information it considers appropriate for purposes of evaluating whether such credit should be granted.

In consideration of **Surety** executing or procuring the execution of or continuing or renewing or modifying any and all **Bonds**, **Indemnitors** jointly and severally undertake and agree: **FIRST:** To pay **Surety** the usual annual premium for each **Bond** in advance for each year, until **Indemnitors** furnish to **Surety** at its principal office in the City of Cedar Rapids, Iowa, satisfactory proof by legally competent evidence that **Surety** has been fully discharged and released from any and all possible liability arising from or related to such **Bond**. **SECOND:** **Indemnitors** shall exonerate, hold harmless, indemnify, and keep indemnified **Surety** from and against all payments, settlements, expenses or liability incurred or anticipated by **Surety**, including but not limited to any and all attorney's fees, consultant's fees, expert fees, and court costs, arising from or related to any **Bond**, enforcing any of **Surety's** rights under this Agreement, and/or collecting any and all unpaid premiums for any **Bond**; such payments to be made to **Surety** upon demand whether or not **Surety** shall have paid such sum or any part thereof. **Surety** shall be entitled to charge for any and all such disbursements made or anticipated by it in good faith under the belief that it is or may be liable for the sums so disbursed, or that it is or was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed. The vouchers or other evidence of any such payments made by **Surety** shall be prima facie evidence of the fact and amount of **Indemnitors'** liability to **Surety**. All such amounts shall bear interest at the lesser of 9% per annum or the highest interest rate permitted by law from the date of **Surety's** payment until **Surety** is fully reimbursed. **THIRD:** **Surety** shall have the right, in its discretion, to fill in any blanks in any application for a **Bond**, and to fill in any blanks or correct any errors in any **Bond**. **Surety** is authorized, at any time, with or without notice to or knowledge of **Indemnitors**, to execute or refrain from executing any **Bond**, to assent, or to refuse to assent, to any change whatsoever in any **Bond** or bonded obligation, to renew or refrain from renewing any **Bond**, or to cancel or refrain from canceling any **Bond**. **Indemnitors** waive any and all claims and defenses against **Surety** due to its exercise of such rights. **FOURTH:** **Surety** shall have the right, in its sole discretion, to defend, prosecute, appeal, adjust, settle or compromise any and all matters arising from or related to any **Bond**. If **Indemnitors** request **Surety** to defend any claim or legal proceeding arising from or relating to any **Bond**, **Indemnitors** shall deposit with **Surety**, at the time of such request, cash or collateral in the form and amount that **Surety**, in its sole discretion, deems sufficient to hold it harmless against any and all potential liability or expense relating to such claim. **Surety** nonetheless shall have the right in its sole discretion to pay or settle such claim or legal proceeding if **Surety** believes, in good faith, that it is necessary or expedient to do so. **FIFTH:** **Indemnitors** will assign, transfer and set over, and do hereby assign, transfer and set over to **Surety**, as collateral, to secure the obligations in any and all of the paragraphs of this Agreement, any and all present and future rights, contracts, accounts, personal property, causes of action, claims and demands whatsoever against any person or entity, arising under or related to any **Bond** and any contract, obligation or matter referenced in or relating to any **Bond**, and all proceeds thereof. Such assignment shall be enforceable only in the event of a breach of this **Agreement** by any **Indemnitor**. **Indemnitors** irrevocably nominate, constitute, appoint and designate **Surety** as their attorney-in-fact with the right, but not the obligation, to exercise in **Surety's** sole discretion all rights assigned to **Surety** under this **Agreement**, and in the name of any **Indemnitor(s)** to make, execute, and deliver any and all assignments, documents or papers deemed expedient and proper by **Surety**. **SIXTH:** To the maximum extent permitted by law, **Indemnitors** waive in favor of **Surety** all rights to claim any property, including homestead, as exempt from levy, attachment, execution, sale or other legal process. **SEVENTH:** **Surety** shall have the right of reasonable access to, and to obtain copies of, each **Indemnitor's** books, records, and accounts. Each **Indemnitor** irrevocably authorizes and requests all banks, financial institutions, accountants, and other businesses or professionals to provide to **Surety** copies of all information, data or records requested, including but not limited to financial statements, account statements, and accounting records of any kind or nature. **Indemnitors** authorize **Surety** to access credit reports and to make such inquiries as **Surety** may deem appropriate for any purpose, including but not limited to debt collection.

EIGHTH: INDEMNITORS EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE WITH SURETY, WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE.

This Agreement becomes effective as to each Indemnitor when signed by such Indemnitor. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original. Each signatory represents and warrants to Surety that (i) he/she has carefully read this Agreement (ii) he/she is duly authorized to execute this Agreement on behalf each entity or company for which he/she has executed this Agreement, and (iii) each Indemnitor is financially interested in the performance of the obligation(s) which any and all Bonds are given to secure.

This Indemnity Agreement is dated: _____.

An authorized representative (president, managing member, member, partner, owner) must sign on behalf of the business and a witness must attest.

Indemnitor (Business):

Company Name: _____

Federal Tax ID: _____

Authorized Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

All owners and their spouse/domestic partner must sign as individual indemnitors. A witness must attest to the signature of each indemnitor.

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____