# **CNA** SURETY

# Form 10-E

(Application Number)
Individual 🗌
Partnership 🗌
Corporation
Limited Liability Company

PLEASE PRINT OR TYPE.	EASY APPLICAT	TION FOR BONDS	Limited Liability Company Limited Liability Partnership
Applicant(s) - Individual, partners, or corpor principal owner first. Attach additional Form 10 if more than three owners. EACH MUST SIGN	-E's and cross reference	Business or Corporate Name	<u> </u>
1. Name			
Residence Address	i	Telephone #	
Telephone #		Number of Years in this Business:	Number of Years Licensed:
Social Security No  Does this applicant own real estate?	sign at bottom right.)	Type of Bond Requested:	
2. Name		Amount of Bond:	License No.
Residence Address		Effective date:	
Telephone #		Entity requiring this bond (ar	nd address):
Does this applicant own real estate?	☐Yes ☐ No		
3. Name		Agent's recommendation/add	ditional comments:
Residence Address			
Telephone #			
Social Security No	<ul><li>Married (spouse must sign at bottom right.)</li></ul>		
Does this applicant own real estate?	Yes No	MNITY	
The undersigned applicant and indemnitors hereby request We			eferred to herein as the "Company") to become surety for

the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source. including obtaining a credit report 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:

- To pay the usual premiums, including renewal premiums, to the Company or its agents, when due,
- 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 applicant, 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,
- 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,
- 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 (4)suretyship,
- (5)That the Company shall have the right to handle or settle any claim or suit in good faith. An itemized statement of loss and expense incurred by the Company, sworn to by an officer of the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
- 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,
- 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,
- 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,
- 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 cancelled as to subsequent liability by an indemnitor upon written notice to the Company at Sioux Falls, South Dakota 57104, effective ten (10) days after the earliest date thereafter upon which the Company could have cancelled all bonds in force for applicant,
- (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	 		

Signe	ed this day of	,
	Signature & Business/Corporate Title	"Indemnitor"
		"Indemnitor"
		"Indemnitor"

See Guidelines on reverse side.

Check here if this correspondence was previously faxed.

PHONE (605) 336-0850

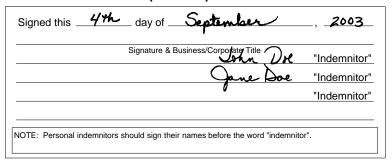
FAX (605) 335-0357



### 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.



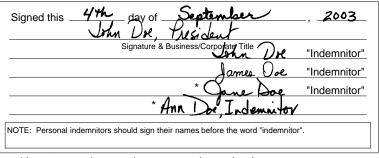
The individual or sole owner and spouse should sign at the bottom of the application before the word "Indemnitor".

#### 2. Partnership.

Signed this 4th day of September	, <u>2</u> 003
Signature & Business/Corporate Title DK	"Indemnitor"
James Ooe	"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.

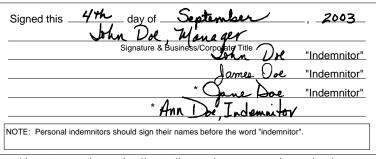
# 3. Corporation.



<sup>\*</sup> In most cases, the owners' spouses may also need to sign.

An officer should first sign on behalf of the corporation (indicating his/her corporate 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.

# 4. Limited Liability Company or Partnership.



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

An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership 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.

# 5. Outside Indemnity (Relatives, Friends).

Signed this 4th day of September	, <u>2</u> 003
Signature & Business/Corpolate Title	"Indemnitor"
Jane Doe	"Indemnitor"
John Henry	"Indemnitor"
Joseph Snith, Indemnito	
NOTE: Personal indemnitors should sign their names before the word "indemnito	r".

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.