



AmTrust Surety
An AmTrust Financial Company

Contract Xpress Plus

Designed for account opportunities between Contract Xpress and \$1,000,000 single and aggregate programs.
Please contact your Branch Underwriter for programs beyond these limits.

Underwriting items to include:

- (1) Completed application (2) Current year-end financial statement (3) Current personal financial statement
(4) Current verification of corporate/personal liquidity (5) Signed Indemnity Agreement

Contractor Information

To be completed by Contractor

Corporation ^S ^C Proprietorship Partnership LLC/LLP

Principal/Company: _____ Contractor's License No: _____

Address: _____ Phone: _____

Year Company Started _____ Current Management since _____ Operating Territory _____

Fiscal Year-End _____ Related Entities or Affiliates _____

Type of Construction Performed _____

Trades Performed in House _____ Trades Subcontracted _____

Largest Prior Work on Hand: _____ Average Job size _____ Largest Completed job _____

Bank Line of Credit: Yes* No Credit Limit _____ Current Available _____ Expiration Date _____

* If yes, provide a current statement

Security _____ Company or affiliate _____ Any officer or owner _____

Disputes, Financial Difficulties, Problems, etc.

	Company or affiliate		Any officer or owner	
	Yes	No	Yes	No
Ever failed to complete a contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are any Accounts Receivable; past due, delayed, disputed or uncollectable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ever filed for bankruptcy or receivership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any liens filed against the company's or related entity projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any litigation or delinquent in payroll, state or federal taxes within the past 3 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any claim with a surety, past or present?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assets held in trust or pledged to creditors?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Applied for or obtained other bonds within the last 24 months?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any tax liens?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there any upcoming changes to ownership/structure/operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explain all "Yes" answers: _____

Personal Information

Indemnitor Name		Social Security Number	Date of Birth	Title/Position
Indemnitor Address/City/State/Zip			Email Address	% Ownership
Spouse Name (write "Single" if not married)			Social Security Number	Date of Birth
			Email Address	Title/Position

Personal Information

Indemnitor Name		Social Security Number	Date of Birth	Title/Position
Indemnitor Address/City/State/Zip			Email Address	% Ownership
Spouse Name (write "Single" if not married)			Social Security Number	Date of Birth
			Email Address	Title/Position

Prior Job References

List the two most recent contracts of size

Job 1: Owner/General Contractor	Location		Contact Person	Phone/Email
Type of Work Performed	Bonded?	Year Completed	Contract Value	Final Profit
Job 2: Owner/General Contractor	Location		Contact Person	Phone/Email
Type of Work Performed	Bonded?	Year Completed	Contract Value	Final Profit

17771 Cowan, Suite 100, Irvine, CA 92623
Phone: (949) 263-3300 Toll Free: (800) 782-1546

Fax: (949) 756-2162

www.AmTrustSurety.com

Current Projects

Total Work on Hand: _____ Number of Jobs: _____ Estimated Cost to Complete \$ _____

List the two largest contracts currently in progress

Job 1: Owner/General Contractor		Location	Contact Person		Phone/Email
Type of Work Performing	Bonded?	Contract Value	% Complete	Completion Date	Date of Last payment?
Job 2: Owner/General Contractor		Location	Contact Person		Phone/Email
Type of Work Performing	Bonded?	Contract Value	% Complete	Completion Date	Date of Last Payment?

Job/Project Information

Job Description: _____

Estimated Bid Price/Contract Value: _____ Bid Date: _____ Warranty Term: _____

Anticipated Start Date: _____ Time for Completion: _____ Liquidated Damages: _____

Obligee/Owner _____

Address _____

Bid Results:

		Required Bid Bond Amount or %: _____
Name	Amount	Required Performance Bond Amount or %: _____
1) _____	_____	Required Payment Bond Amount or %: _____
2) _____	_____	Required Maintenance Bond Amount or %: _____
3) _____	_____	Required Bond Forms: _____

The Following statement must be signed by an owner or officer of the company for which bonding is being requested.

I acknowledge that all information is complete and correct and is given to induce the insurance company to execute surety bonds. I understand that false information may constitute misrepresentation or fraud. I authorize you to investigate the credit, character, capacity and capital of the company and its employees and owners for bonding purposes.

Date _____ Signature and Title X _____

Agency Information - Required

Agency Name: _____ Agency Code: _____

Producer: _____ Length of Agency Relationship with Account _____

Agent's Recommendation:

- We are not familiar with this applicant
- We are familiar with applicant and are aware of no adverse information
- We know applicant very well and offer our highest recommendation

Additional policies written for applicant or owners? _____ All premium current? Yes No

Comments: _____

STATE FRAUD WARNINGS

ALABAMA

ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO RESTITUTION FINES OR CONFINEMENT IN PRISON, OR ANY COMBINATION THEREOF. ALABAMA CODE SECTION 27-12A-20 SUBSECTION A.

ARKANSAS

ANY PERSON, WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 23-66-503(A) OF THE ARKANSAS INSURANCE CODE.

COLORADO

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY AGENCIES. SECTION 1-01-127(I) COLORADO REVISED STATUTES.

DISTRICT OF COLUMBIA

IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT. DISTRICT OF COLUMBIA CODES, SECTIONS 22-3825.1 TO 22-3825.10.

FLORIDA

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE. CHAPTER 817.234 OF FLORIDA STATUTES.

KENTUCKY

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON, FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME. KENTUCKY STATUTES, KRS 304.47-030.

MAINE

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. MAINE INSURANCE CODE 24-A M.R.S.A. 2186(3).

MARYLAND

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 27-805(b)(1) OF THE ANNOTATED CODE OF MARYLAND.

MINNESOTA

A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME. SECTION 60A.955 OF THE MINNESOTA STATUTES.

NEW JERSEY

ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES. SECTION 17:33A-6(c) OF THE NEW JERSEY STATUTES.

NEW MEXICO

ANY PERSON, WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES. SECTION 59A-16C-8 NEW MEXICO STATUTES.

NEW YORK

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION. NEW YORK INSURANCE LAW, SECTION 403(d).

OHIO

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 FALSE OR DECEPTIVE STATEMENT, IS GUILTY OF INSURANCE FRAUD. OHIO REVISED CODE SECTION, ORC 3999.21.

OKLAHOMA

ANY PERSON, WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION, IS GUILTY OF A FELONY. OKLAHOMA STATUTES 36 O.S. 3613.1 O.R. 365: 15-1-10(c).

PENNSYLVANIA

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL PENALTIES. 18 PA C.S.A SECTION 4117.

TENNESSEE

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS. TENNESSEE CODE ANNOTATED SECTION 56-53-111(b).

VIRGINIA

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS. VIRGINIA STATUTES 52-40.

WASHINGTON

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. WASHINGTON RCW 48.135.080.

INDEMNITY AGREEMENT - READ CAREFULLY

By signing this Indemnity Agreement ("Agreement") principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce Developers Surety and Indemnity Company and/or Indemnity Company of California and/or CorePointe Insurance Company (hereinafter "Surety") to issue any and all bonds on behalf of principal or other Indemnitor (collectively "Bonds"). The term Bonds includes any bond issued before, on or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Each Indemnitor further affirms that he, she or it understands that Bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors, and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorney's fees, costs and expenses of every kind and nature (including for investigation) which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount. Any Loss incurred by Surety, receipt of any claim which might result in a Loss to Surety, or any failure to otherwise honor any obligation in this Agreement shall constitute a default.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, adjustments, or modifications.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the surety attesting to the Loss shall be prima facie evidence of the Loss.
4. If Surety, in its sole discretion, deems it necessary to protect itself from potential Loss it may demand collateral from Indemnitors in an amount Surety deems adequate. Indemnitors shall immediately deposit the full amount of collateral in cash or other acceptable form with Surety whether or not it has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual or potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the Surety's liability is completely exonerated.
6. To secure Indemnitors' duties and obligations to Surety Indemnitors, upon Surety's declaration of principal's default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts, proceeds, accounts receivable, return premium from Surety or others in which Indemnitors have any interest; and all subcontracts under the Obligation. Indemnitors hereby grant security interests in all equipment, machinery, plant, inventory, vehicles, tools, real property, and all other assets. This agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect security interests.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to principal or any Indemnitor representing payment of Obligation monies) deemed necessary and proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from Indemnitors. If a Bond relates to a subdivision improvement agreement Surety may revert to acreage the real property which is the subject of this agreement. Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Upon submission of the Application and until full satisfactory performance of the Obligation and exoneration of the Bonds, Surety may freely access, examine, copy and obtain Indemnitors' books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction and each indemnitor releases such third parties from liability resulting from the provision of such information.
9. Each Indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors' duties and obligations under the Agreement; (c) the identity of any other Indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.
10. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring liability to Indemnitors.
11. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.
12. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law with the same force and effect as the original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which, taken together, shall constitute one and the same instrument.
13. This Agreement is a continuing obligation and may not be terminated for past or present bonds. Indemnitors may, however, terminate obligations as to future bonds by providing the Surety with a minimum of 30 days written notice mailed to: P.O. Box 19725, Irvine, CA 92623. Termination shall be effective 30 days after Surety provides Indemnitor with written acknowledgement of receipt.
14. As consideration for Surety's execution of the Bonds applied for, each Indemnitor jointly and severally agrees to be bound by all of the terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation.

SEE FRAUD WARNING ON PAGE 3

Signed this _____ day of _____, _____. Principal/Company Name (Print): _____

Print Authorized Signatory's Name and Title here: _____ Signature X _____

Indemnitors:

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____