



MID-CONTINENT GROUP SURETY

Your Success is Our Passion

Application & Agreement of Indemnity

Designed for Individual Bond Requests up to \$500,000 with aggregate programs up to \$750,000

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119
Phone: 800-722-4994 Fax: 918-588-1296
www.mcg-ins.com

Principal Information

Principal Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Date Formed: _____ Phone #: _____ Federal Tax I.D. #: _____

Business Form: Prop Partner S-Corp C-Corp LLC Other: _____

Annual Revenue: \$ _____ Type of Work & Territory: _____

Bank Line of Credit Amount: \$ _____ Amount Currently Drawn: \$ _____ Renewal Date: _____

Two Largest Completed Projects

Project #1: Owner: _____ Scope of Work: _____

Contract Amount: \$ _____ Profit: \$ _____ Year Completed: _____

Project #2: Owner: _____ Scope of Work: _____

Contract Amount: \$ _____ Profit: \$ _____ Year Completed: _____

Has any undersigned ever filed bankruptcy, compromised creditors, or defaulted on a contract? Yes No

Is any undersigned presently involved in any litigation? Yes No

Does any undersigned have projects in process, or outstanding bids bonded by other surety companies? Yes No

Does any undersigned have any state or federal taxes presently delinquent (including payroll taxes)? Yes No

If you answered yes to any of the above, please attach an explanation.

Indemnitor Information

Name: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Ownership of Principal: _____ % Title: _____ Years in Construction: _____

Spouse Name: _____ Social Security #: _____

Name: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Ownership of Principal: _____ % Title: _____ Years in Construction: _____

Spouse Name: _____ Social Security #: _____

Name: _____ Social Security #: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Ownership of Principal: _____ % Title: _____ Years in Construction: _____

Spouse Name: _____ Social Security #: _____

Indemnitor Information

(Continued if Needed)

Name: _____ Social Security #: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Ownership of Principal: _____ % Title: _____ Years in Construction: _____
Spouse Name: _____ Social Security #: _____
Name: _____ Social Security #: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Ownership of Principal: _____ % Title: _____ Years in Construction: _____
Spouse Name: _____ Social Security #: _____

Agency Information

Agency Name: _____
Is Contractor a Commercial Insurance Customer of the Agency? Yes No
Length of Relationship: _____ Are Premiums Current? Yes No
Types of Coverage(s) Provided: _____

Agreement of Indemnity

1. Each undersigned Principal and Indemnitor (hereafter collectively hereafter "Undersigned") do hereby affirm that all statements made to Mid-Continent Casualty Company or Oklahoma Surety Company (hereafter "Surety") are true and correct and are made to induce Surety to issue Bonds on behalf of Undersigned.
2. As further inducement to Surety, each Undersigned do jointly and severally agree for themselves, their heirs, executors, administrators, personal representatives, successors and assigns to be bound by and fully comply with the terms of this Agreement of Indemnity (hereafter "Agreement").
3. Undersigned grants consent for Surety to obtain any information regarding Undersigned at any time, from any person, entity, firm, financial institution, Consumer Credit Report, any credit reporting agency or bureau, Obligee or Obligee's representative, **including but not limited to specific consent for Surety to utilize the Social Security Number and Tax Identification Number of Undersigned to obtain any information.**
4. Surety may freely access, examine or copy any of Undersigned's books, records or accounts. Undersigned hereby consents, authorizes and directs that third parties in possession of books, records or account(s) pertaining to Undersigned furnish Surety any information requested by Surety.
5. Undersigned jointly and severally agree to defend, indemnify, save and hold harmless Surety from and against any and all loss of whatsoever kind or nature, including but not limited to attorney fees, costs and expenses incurred in the enforcement of this Agreement, investigation, adjustment, settlement of any claim or demand upon any Bond that Surety provides on behalf of any Undersigned, or attempting to recover losses or expenses from Undersigned or third parties. In any suit between Undersigned and Surety, Surety shall recover attorney's fees, costs and expenses from Undersigned incurred in both defending and/or prosecuting any such suit.
6. If a claim or demand is made upon any Bond that Surety provides to any Undersigned, Undersigned upon Surety's demand shall immediately deposit with Surety, United States currency or other collateral security acceptable to Surety, in an amount equivalent to Surety's estimate of its exposure to said claim or demand. Undersigned acknowledges that Surety is entitled to specific performance of this paragraph.
7. Undersigned shall pay Surety or its Agent all premiums, when due, on Bonds issued by Surety until Undersigned provides Surety conclusive written legal confirmation of Surety's discharge from all liability under the Bonds.
8. Surety may take any action it deems necessary to obtain its release from any Bond. Surety may adjust, compromise or pay any claim or demand upon Bonds. Undersigned agrees to be bound by Surety's determination. An itemized statement of payments made by Surety shall be prima facie evidence of Undersigned's liability to Surety.
9. Surety has the right to decline to execute any Bond without incurring any liability to any Undersigned. The issuance of a Bid Bond does not obligate Surety to issue Final Bonds.
10. Undersigned hereby irrevocably appoints any Officer of Surety as their attorney-in-fact with full authority to secure Surety under all provisions of this Agreement including but not limited to Surety's use of attorney-in-fact to execute and/or record liens, mortgages and/or any other documents as Surety deems necessary to secure Surety's interests under this Agreement.
11. Undersigned hereby grants Surety a security interest or lien upon all of Undersigned's equipment, machinery, plant, inventory, vehicles, personal property, and real property, and assigns Undersigned's rights to sums, claims, insurance policies or proceeds, causes of action or accounts receivable in connection with any contract, whether or not bonded by Surety.
12. All proceeds from contract(s) covered by any Bonds are received and held by all Undersigned's **IN TRUST** for the benefit of Surety for the purpose of performing the contracts bonded by Surety until Surety's liability under all Bonds is extinguished.
13. This Agreement is a continuing obligation and cannot be terminated for past or present Bonds. An Undersigned can only terminate obligations to Surety as to Bonds issued more than 30 days after Surety's receipt of an Undersigned's written notice of termination by providing Surety by proven certified mail to: Mid-Continent Casualty Company, ATTN: Bond Department, P.O. Box 1409, Tulsa, OK 74101. Surety's release of any one Undersigned shall not release any other Undersigned.
14. If the execution of this Agreement by any Undersigned is found defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned's obligations to Surety under this Agreement.
15. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
16. Undersigned shall, upon request of Surety, procure the discharge of Surety from any Bond and liabilities thereunder.

Agreement of Indemnity

(Continued)

17. Undersigned expressly waive notice of any claim or demand against the Bonds or of information provided to Surety.

18. Undersigned shall review all Bonds executed by Surety for errors and omissions prior to delivery of Bond to the Oblige, and hereby waives any defense or claim against Surety arising out of any such error or omission.

19. Undersigned waives any defense that this Agreement was executed subsequent to the date of any Bond and acknowledges that all Bonds issued by Surety are in reliance upon Undersigned's promise to execute this Agreement.

20. A facsimile, scanned, photocopy or electronic reproduction of this Agreement is the same as an original copy.

21. Any suit or action to dispute or enforce the terms of this Agreement shall be brought, and all of the Undersigned's obligations are due and payable in Tulsa, Tulsa County, Oklahoma.

Sole proprietorship: Owner must sign as Principal. Also, Owner and spouse must sign as Indemnitors.*

Partnership: One authorized Partner must sign for Principal. Also, all Partners and their spouses must sign as Indemnitors.*

Corporation: President must sign for Principal. Also, Stockholders and their spouses must sign as Indemnitors.*

LLC: Managing member must sign on behalf of LLC. Also, all managers/members and their spouses must sign as Indemnitors.*

Principal Signature

Dated: _____
(Month) (Day) (Year)

Principal Name: _____
(As Listed on Page One of This Application)

Authorized Signature: X _____ Title: _____
(Printed): _____

Indemnitor Signature(s)

Indemnitor's Signature: X _____ Indemnitor's Signature: X _____
(Printed): _____ (Spouse Printed): _____

Indemnitor's Signature: X _____ Indemnitor's Signature: X _____
(Printed): _____ (Spouse Printed): _____

Indemnitor's Signature: X _____ Indemnitor's Signature: X _____
(Printed): _____ (Spouse Printed): _____

Indemnitor's Signature: X _____ Indemnitor's Signature: X _____
(Printed): _____ (Spouse Printed): _____

Indemnitor's Signature: X _____ Indemnitor's Signature: X _____
(Printed): _____ (Spouse Printed): _____

**Spousal personal indemnity is mandatory. Failure to provide both Personal and Spousal indemnities will result in declination.*