

Agency or Broker Name, Address, License Number

GEORGIA SURETY/STATEWIDE BONDING COMPANY

P.O. Box 500698 \* 1301 Hightower Trail, Ste 210 \* Atlanta, GA 30350
800/424-0132 \* 404/522-3898 \* 800/606-8509 (Fax)

Court Bond Application

INSTRUCTIONS:

- 1) Please TYPE or PRINT.
2) Please complete all sections of this application.
3) Provide a copy of ALL relevant court filings in the case.
4) FOR ALL BONDS IN EXCESS OF \$20,000.00, enclose applicant's current signed & dated financial statement.

Partnership Corporation

Name (as it is to appear on bond):
Individual
Sole Prop.

Street City State Zip Code
Social Security# or Tax ID #: Phone:

Are Applicant and all Owners U.S. Citizens? Yes No Spouse's Name:

Nature of Business: Date Started:

If Applicant is a Business List:

Table with 4 columns: Names of All Owners, Residence Addresses, Social Security #, % Ownership

Type of Bond Bond Amount \$ Eff. Date:

Will an Indemnity to Sheriff bond be needed? Yes No

If yes, to Whom: Bond Amount \$

Name of Attorney: Phone:

Attorney's Address: Street City State Zip Code

Case #: Undertaking Statute # & State:

Bond to be filed in Court of State of

Court Address: Street City State Zip Code

PLEASE COMPLETE THIS SECTION FOR OBLIGEE OTHER THAN COURT: (i.e. Lien Bond Obligations)

Obligee Name Obligee Address- Street, City, State, Zip Code

EXPLANATION OF THE CASE: (Use additional pages if necessary.)

Have you over: FAILED IN BUSINESS? FILED BANKRUPTCY? HAD ANY PRIOR OR HAVE ANY PENDING TAX LIENS? HAD ANY PRIOR OR HAVE ANY PENDING LAWSUITS? HAD A CLAIM MADE AGAINST A SURETY COMPANY?

The Undersigned hereby affirms that the statements contained in the foregoing are true and are made without reservation and with full knowledge that any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals information for the purpose of misleading, concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**INDEMNITY AGREEMENT**

In this Agreement, those who sign below (except for the witnesses) will be referred to as the INDEMNITORS. Each of the undersigned Applicant/Principal and Indemnitor(s) represents and certifies that the foregoing information and any financial information attached hereto, all of which is incorporated herein by reference, is true and correct and that said information is given for the purpose of inducing the Surety to issue, procure, execute or continue in force certain bonds or undertakings.

Each of the undersigned agrees that the Surety may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, or any Bond(s) in substitution for or in succession of the said Bond(s), or any increase or extension of time of the said Bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, the Undersigned hereby agrees:

1. To hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, credit reporting companies or agencies and all other persons, firms and corporations in order to confirm or verify information referred to or listed herein;
2. To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter; until satisfactory evidence of the sureties discharge and release from liability shall be furnished to the Surety;
3. To furnish the Surety with satisfactory and conclusive evidence that there is no further liability on the Bond(s);
4. To perform all the conditions of said Bond(s) and will indemnify and save the Surety harmless from and against all liability, claims, demands, losses, costs, damages, suits, charges, and expenses of any kind whatsoever, including attorney's and counsel fees to the full extent allowed by law, which Surety may sustain or incur by reason of the issuance of such Bond(s) or any modifications, renewal or continuation of any of the foregoing, or obtaining a release, or evidence of termination, from all liability under such Bond(s);
5. That the Surety shall have (i) the exclusive right to adjust, settle or compromise any claim under such Bond(s), or any new bond or any modifications, renewal or continuation of any of the foregoing, in any manner the surety may see fit in order to secure or attempt to secure its discharge, and the Undersigned waive any and all claim against the Surety as a result of doing so, and (ii) the right, at its sole option and sole discretion, to increase or decrease the penalty(s) of any such Bond(s), to change the obligee(s) therein, to execute any continuations, enlargements, modifications and renewals thereof or substitute the same or different conditions, provisions and obligee(s) therein, it being agreed that this Indemnity Agreement shall cover such new or changed Bond(s) or renewals even though the Surety's action or consent may or does substantially increase the liability of the Applicant and the Undersigned;
6. That the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive, when the law so permits, and in any event prima facie evidence of such payment and the propriety thereof and of the liability of the Undersigned therefore to the Surety; and
7. The Undersigned further agrees to reimburse the Surety for all expense, counsel and attorney fees, to the full extent permitted by law, incurred by the Surety in enforcing any provision of this agreement.
8. The Undersigned hereby affirms that the statements contained in the foregoing are true and are made without reservation and with full knowledge that any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals information for the purpose of misleading, concerning any fact material thereto, commits a fraudulent insurance act, which is or may be a crime.

Regardless of the date this Indemnity Agreement is signed, the Undersigned agree that this indemnity agreement is effective as of, and on the earliest date of execution of any bonds by the Surety for the benefit of the undersigned Applicant.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
Name of Applicant (Name as it appears on Bond)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**ALL OWNERS, (STOCKHOLDERS), SPOUSES AND ADDITIONAL INDEMNITORS MUST SIGN BELOW**

In consideration of executing the Bond(s) applied for by Applicant, the Undersigned, now referred to as Indemnitor(s), acknowledge(s) that the above Indemnity Agreement has been read and the Indemnitor(s) is (are) aware of the contents of the Indemnity Agreement, and warrants they have a substantial material and beneficial interest in the affairs of the Applicant and in the transactions contemplated or referred to herein. The Indemnitor(s) agree(s) to be bound by the Indemnity Agreement to the same extent as the Applicant. This obligation imposes individual liability on the Indemnitor(s) as well as joint liability with the Applicant. The Indemnitor(s) has (have) sufficient interest in the performance of this obligation to execute this agreement and is (are) fully empowered to exercise this agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Indemnitor

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Witness

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