

Packers & Stockyards Application



Agency or Broker Name _____

Address _____

License Number _____

Companion Property & Casualty Insurance Company American Southern Insurance Company New York Marine & General Insurance Company

Applicant's Name in full (If partnership, give names of partners)		<input type="checkbox"/> Sole Ownership <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC	
Business Address (Street, City, State & Zip Code)		Telephone Number	Fax Number
How long have you owned this business?		Total years experience?	Number of full time employees
Type of bond required	Bond Amount	Clause	Effective Date
Residential Address			Do you rent or own?
Has application for this bond been declined or cancelled by another company? If yes, state particulars.			<input type="checkbox"/> Yes <input type="checkbox"/> No

PLEASE ATTACH A COPY OF YOUR MOST RECENT PACKERS & STOCKYARDS REPORT

Has the business or any other principal involved: **If any answers are yes, attach detailed statement**

a. Had any lawsuits or judgments against them?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Ever failed in business or declared Bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. Ever been convicted of a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d. Ever had their license suspended, revoked or denied?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e. Ever been a party to a surety bond claim?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f. Have you had any complaints filed against you with the USDA?	<input type="checkbox"/> Yes <input type="checkbox"/> No

GIVE THE FOLLOWING INFORMATION ON EACH OWNER OR STOCKHOLDER INCLUDING YOURSELF

Name		Social Security Number		Percent Ownership
Address		City	State	Zip
Telephone				
Number of years you have owned this business	Number of years experience	Fair market value of primary residence		Balance of mortgage
Name		Social Security Number		Percent Ownership
Address		City	State	Zip
Telephone				
Number of years you have owned this business	Number of years experience	Fair market value of primary residence		Balance of mortgage
Name		Social Security Number		Percent Ownership
Address		City	State	Zip
Telephone				
Number of years you have owned this business	Number of years experience	Fair market value of primary residence		Balance of mortgage

FINANCIAL STATEMENT as of _____(date) Check One: Business Financial Statement Personal Financial Statement

ASSETS		LIABILITIES	
Cash (List Banks)		Accounts Payable	
Stocks/Bonds (Describe)		Taxes Due and Accrued	
Note Receivable (Describe)		Notes Payable to Bank	
Merchandise or Material in Stock		Notes Payable to Others (Describe)	
Accounts Receivable		Mortgage on Real Estate-Homestead	
Real Estate, Homestead		Mortgage on Real Estate-Investment	
Real Estate, Investment		Other Liabilities (Describe)	
Furniture and Fixtures		TOTAL LIABILITES	
Other Assets (Describe)		Capital Stock (Paid In)	
		NET WORTH or SURPLUS	
TOTAL ASSETS		TOTAL LIABILITIES and NET WORTH	

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.
9. Governing Law - This Agreement shall be interpreted and governed in all respects in accordance with the laws of the State.
10. Jurisdiction and Venue - The State of Georgia shall have jurisdiction over all legal proceedings arising out of or related to this Agreement, unless Surety, in its sole discretion, shall agree in writing, that another State has jurisdiction. Venue of all legal proceedings arising out of or related to this Agreement shall be in Cobb County, Georgia, unless Surety, in its sole discretion, shall agree, in writing, that venue shall lie in another County.

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.

Name of Applicant (Name as it appears on Bond) Dated the _____ day of _____, 200 _____

Signature Print Name and Corporate Officers Title

Witness

Please Note: If collateral is required in the support of the bonds for which this application is made, the collateral will be returned at your request, within 30 days of our receipt of a full, written release from the obligee or upon the end of any statutory period, whichever is sooner.

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

Witness

Indemnitor

Witness

Indemnitor

Witness

Indemnitor

Witness

Indemnitor