

**TITLE AGENTS, ESCROW AGENTS AND ABSTRACTORS
 LICENSE BOND APPLICATION for State(s) of _____**



Surety Bond \$ _____ Effective Date: _____ **Premium Payable:** Annually 3-yr. prepaid

| | |
|---|---|
| Exact Name and Address of Applicant: | Circle One: Corporation, LLC, Partnership, Proprietorship |
| | Tax ID # _____ |
| | Phone : () _____ Fax : () _____ |
| <input type="checkbox"/> Attorney <input type="checkbox"/> Title Ins. Agent <input type="checkbox"/> R. E. Broker | |

E-Mail address:

| <u>Owners</u> | <u>Ownership Percentage</u> | <u>Home Address</u> | <u>Social Security #</u> |
|---------------|-----------------------------|---------------------|--------------------------|
| (1) _____ | _____ | _____ | - - |
| (2) _____ | _____ | _____ | - - |

Title Companies Represented

| <u>Name</u> | <u>Contact</u> | <u>Phone</u> |
|-------------|----------------|--------------|
| (1) _____ | _____ | () - |
| (2) _____ | _____ | () - |
| (3) _____ | _____ | () - |

- | | | |
|--|--------------------------|--------------------------|
| | <u>Yes</u> | <u>No</u> |
| 1. Have you been operating as a title agent under this or any other name for at least 3 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. ESCROW ACCOUNT INFORMATION: | | |
| If you deposit and disburse funds for closing or settlement: | | |
| A. Is a separate file set up for each closing containing the following information: | | |
| (1) Closing Instructions. | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Documentation of compliance with these instructions including transfers between accounts. . . | <input type="checkbox"/> | <input type="checkbox"/> |
| B. Are funds received for closings deposited in a trust bank account separate from operating funds and identified as such on bank statements? | <input type="checkbox"/> | <input type="checkbox"/> |
| C. Are separate accounting records maintained for each closing transaction? | <input type="checkbox"/> | <input type="checkbox"/> |
| D. Are the escrow or trust bank accounts reconciled monthly? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you periodically audited by the title companies you represent? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the principal or anyone having ownership interest ever filed for bankruptcy? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Does the principal or anyone having ownership interest currently have any unsatisfied judgments or liens against them? If yes, provide details. | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Has the principal or anyone having ownership interest been the subject of any proceedings resulting in disciplinary action from any entity responsible for regulating the business? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the principal or anyone having ownership interest been cancelled or declined for Surety Bonds? If so provide details. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. In what other states are you licensed? _____ | | |
| 9. Insurance: | | |
| E & O: Carrier: _____ Amount: \$ _____ Deductible: \$ _____ | | |
| Fidelity: Carrier: _____ Amount: \$ _____ Deductible: \$ _____ | | |
| 10. Does an independent accountant review your records at least annually? | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Is countersignature of checks required? | <input type="checkbox"/> | <input type="checkbox"/> |
| A. Over what amount? \$ _____ | | |
| B. If not, who besides owners can sign checks? _____ | | |
| 12. Are all operating, saving, investment, escrow and trust accounts reconciled at least monthly? | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Is the person reconciling these accounts either an owner or someone not authorized to deposit or withdraw from these accounts? | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Have there been any dishonesty losses in the last 6 years? | <input type="checkbox"/> | <input type="checkbox"/> |
| If yes, explain on separate sheet with corrective measures. | | |

Total No. of Employees: _____ Those Handling Funds: _____
 Completed by: _____ Dated: _____

The applicant(s) and the Indemnitor(s), if any, hereby authorize the company to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of The Hartford for any suretyship or claim obligations expire.

Indemnity Agreement

The undersigned Applicant and Indemnitor(s), (all hereinafter called the Indemnitor(s)) hereby certify that the foregoing declarations made and answers given are the truth without reservation, and are made for the purpose of inducing the Surety to execute a certain bond or undertaking herein applied for, and any renewal, continuation or increase of the same, or any bond of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used).

If Hartford Fire Insurance Company, Hartford Plaza, Hartford, CT 06115, itself or its affiliates, parent and subsidiaries, individually and collectively called The Hartford, as "Surety", shall execute or procure the execution of the bond or undertaking hereinbefore applied for, which bond and application are hereby referred to and made a part of this agreement, the undersigned, in consideration thereof, jointly and severally covenant and agree with The Hartford as follows:

The Indemnitor(s) will pay the premiums and renewal premiums for each bond issued hereunder, until the Surety has received written legal evidence, satisfactory to the Surety, of its discharge from all such bonds and all liability related thereto.

The Indemnitor(s) agree to indemnify the Surety and save it harmless from all loss and expense, including, but not limited to interest, court costs, attorney fees, incurred by the Surety by reason of any claims against the Surety under any such bond.

The undersigned Indemnitor(s) hereby agree to deposit upon demand with the Surety an amount sufficient to discharge any claim or any such bond.

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

WITNESS the following signature(s) and seal(s) this _____ day of _____, 20_____.

If APPLICANT is an individual:

Witness: _____

(print above name here)

Witness: _____

(print above name here)

Signature _____

(print above name here)

Signature _____

(print above name here)

If APPLICANT is a partnership or corporation:

Witness: _____

(print above name here)

Name of Firm/Corporation _____ (Seal)

By (Signature) _____

(print above name here)

Title (print) _____

Third Party Indemnitors: (including personal indemnitors of S-Corporations)

In consideration of the Surety executing the bond hereinabove applied for, we jointly and severally join in the foregoing indemnity agreement.

Witness: _____

(print above name here)

Signature of Indemnitor _____ (Seal)

(print above name here)

Witness: _____

(print above name here)

Signature of Indemnitor _____ (Seal)

(print above name here)

Reminder – Please make sure the application has been SIGNED, WITNESSED and NOTARIZED in the appropriate areas.

Must be acknowledged before Notary Public by Indemnitor(s):

State of _____

County of _____

On this _____ day of _____ 20_____ before me personally appeared

the above individuals to me known to be the person(s) or partner(s) or member(s) of the partnership or limited liability company or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

(Seal)

(Notary Public)

My commission expires:

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