

**CREDIT COUNSELING BOND APPLICATION**

We do hereby make application for a surety bond amount in the amount of \$ \_\_\_\_\_  
In favor of the state of \_\_\_\_\_ to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. Name and address of Principal (Licensee):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Circle type: C Corp S Corp Partnership Individual Other \_\_\_\_\_  
Date established: \_\_\_\_\_ Tax ID: \_\_\_\_\_  
Years under present ownership \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

2. Ownership:

Name	Address	% Owned	SSN
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. States in which licensed \_\_\_\_\_

4. Name of current surety \_\_\_\_\_

5. Has the Principal or anyone listed in Item 2 ever been subject of disciplinary action? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please provide details.

6. Has anyone having ownership in this business ever filed for bankruptcy? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please provide details and copy of discharge.

7. Does a CPA prepare your financial statements at least annually? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please indicate basis: Compilation \_\_\_\_\_ Review \_\_\_\_\_ Audit \_\_\_\_\_

8. Do you have a formal banking line of credit? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please state amount: \$ \_\_\_\_\_

9. Do you carry Fidelity (Employee Dishonesty) Insurance? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please state: Carrier \_\_\_\_\_ Limit: \$ \_\_\_\_\_ Deductible: \$ \_\_\_\_\_

10. Please provide names, addresses and phone numbers of :

Banker: \_\_\_\_\_ CPA (if applicable): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Please return the completed application to:  
Scott Insurance  
1301 Old Graves Mill Road  
P. O. Box 10489  
Lynchburg, VA 24506

## Indemnity Agreement

The undersigned (hereinafter called "Indemnitor") represents that all statements made in this Application are true and made without reservation to induce Liberty Mutual Insurance Company and any other company that is part of or added to the Liberty Mutual Group, severally not jointly, and/or for which surety business is underwritten by Liberty Mutual Surety (hereinafter called "Surety") to execute the requested Bond and any continuation or successor Bond (hereinafter called "Bond") upon its indemnity, and hereby agrees with Surety, its successors and assigns, as follows: (1) to pay premiums when due; (2) to deliver to Surety satisfactory evidence of the release of all liability under Bond; (3) to exonerate and indemnify Surety from and against all claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in connection with Bond, any investigation on account of Bond, the defense or prosecution of any proceeding brought in connection with Bond or with any judicial proceeding referred to in this Application, enforcement of the agreements contained herein, and/or procurement of release from or cancellation of Bond; (4) that Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any claim, suit or judgment upon Bond or in connection with any judicial proceeding referred to in this Application, and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the fact and extent of Indemnitor's liability; (5) to place Surety in funds immediately upon demand, the amount Surety deems necessary to protect itself from any liability, loss or expense, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any liability, loss or expense for which Indemnitor is obligated hereunder, or in reimbursement to Surety for payment of same; (6) that Indemnitor hereby authorizes Surety to investigate statements made in this Application and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer, or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's underwriting of Bond and Indemnitor's compliance with Bond and with obligations hereunder, and Indemnitor hereby releases any of the aforementioned from liability in consequence of furnishing or disclosing such information; (7) that separate suits may be brought to recover hereunder as causes of action shall accrue and the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising; (8) that it is expressly agreed by Indemnitor that any and all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded Surety under this Agreement; (9) that if Surety executes Bond with cosurety or reinsurers all or any part of Bond, all the terms of this Agreement shall apply and operate for the benefit of such cosurety and reinsurer, as their interests may appear; (10) that these covenants shall be jointly and severally binding upon Indemnitor, its respective heirs, executors, administrators, successor and assigns; (11) that Surety shall have the right to decline to issue or to cancel Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (12) that if Bond covers the replacement of lost securities, if said securities come under Indemnitor's control or possession, Indemnitor will, at its own cost, promptly deliver said securities to Surety; (13) that if Bond relates to assets of any estate, Indemnitor will provide full and free access to all records concerning the estate, and upon Surety's request, provide a written report of the condition of the estate.

Signed and Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Signatures:**

**Individual/Sole Proprietorship:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Witness

**Partnership:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Witness

\_\_\_\_\_, Individual and as Partner

By: \_\_\_\_\_

Witness

\_\_\_\_\_, Individual and as Partner

**Corporation:**

Name: \_\_\_\_\_

By: \_\_\_\_\_

Attest:

\_\_\_\_\_, Secretary

\_\_\_\_\_, President

**Individual and Supporting Indemnitor (s) sign here:**

**Witness Signatures**

\_\_\_\_\_  
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