



**FCRA (FAIR CREDIT REPORTING ACT) PRE-NOTIFICATION:** The Applicant, Owner(s) thereof as listed on this application, and/or any additional Indemnitor(s), hereby authorize Scott Bond Services/Scott Insurance, and/or any Surety involved in the application process to complete an investigation as part of the underwriting process in consideration of this application. The investigation may include but is not limited to the following: obtaining credit reports/histories through third-party credit reporting agencies; personal interviews with third parties such as state or federal regulators, business associates, financial sources, or others with whom you are acquainted; inquiries as to your character, general reputation, mode of living, and confirmation of bank balances or other items on any financial statements furnished. Information obtained may be shared between Scott Bond Services/Scott Insurance and any Surety involved in the application process. The authorization for this investigation is valid until all liability for any suretyship or related claim obligations expires. You have the right to make written request within a reasonable period of time for a complete disclosure of information concerning the nature & scope of the investigation and to request a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act".

**Indemnity Agreement**

The Undersigned hereby declare that the statements made herein are true and correct, and are made to induce the Surety to execute, renew or continue a bond or bonds (hereinafter referred to as the "Bonds"). In consideration of the execution, renewal or continuation by the Surety of the Bonds, the Undersigned, jointly and severally, agree as follows: (1) To pay the premium for the first year and annually in advance thereafter as long as liability shall continue under the Bonds, or any continuation or renewal thereof, or substitute therefore; (2) To indemnify the Surety against all loss, liability, costs, damages, attorney's fees and expenses whatsoever, which the Surety may sustain or incur by reason of executing the Bonds, in making any investigation on account thereof, in prosecuting or defending any action which may be brought in connection herewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; (3) That the Surety shall have the right, and is hereby authorized, to investigate, adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds; (4) To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; (5) That any Oblige on any bond written pursuant to this Agreement is specifically authorized and requested to disclose any and all information, including providing copies of documents, whether deemed confidential or not, requested by the Surety in its investigation of any claim. The Undersigned irrevocably appoint the Surety as their Attorney In Fact with the right but not the obligation to exercise its rights and execute or deliver any document in the name of the Undersigned deemed necessary to carry out the intent and purpose of this agreement; (6) To waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or states; (7) That the Surety shall be under no obligation to execute, renew or continue any bond, and shall have the absolute right to cancel the Bonds, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any bond under any law for the release of sureties, and Surety is hereby released from any damage that may be sustained by the Undersigned by reason of such cancellation or release; (8) The Undersigned's obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigneds as to the Bonds that may have been executed before the effective date of termination; (9) That nothing herein shall be construed to waive or abridge any right or remedy the Surety might have if this instrument were not executed; (10) That this Agreement shall be binding upon the Undersigned and each of them whether signing as applicant for the bond or as indemnitor, and upon their respective heirs, executors, administrators, successors and assigns, and shall be liberally construed as against the Undersigned; (11) That this agreement shall extend to any and all Bonds heretofore or hereafter executed by the Surety for the Undersigned or its nominee; (12) A facsimile signature of this document shall be deemed an original signature for any and all purposes.

**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\_\_\_\_\_.

**APPLICANT:**

Print Applicant Name: \_\_\_\_\_

Print Witness Name: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Individual

***PLEASE FAX COMPLETED APPLICATION TO SCOTT BOND SERVICES AT 434-832-2287.***