



## APPLICATION FOR SURETY LICENSE BOND CONSUMER LENDER/CHECK CASHER

**INITIAL BOND REQUIRED:**

State \_\_\_\_\_ Amount \_\_\_\_\_ Effective Date \_\_\_\_\_ Billing Options: Annual 3 Year Prepaid

Name and Address (Exactly as shown on the state application/license)

Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Tax ID # \_\_\_\_\_  
 State of Incorporation \_\_\_\_\_

Corporation    LLC    Proprietorship    Partnership

Owner(s) <small>(attach additional sheet if necessary)</small>	Ownership Percentage	Home Address	Social Security Number
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A. \_\_\_\_\_

B. \_\_\_\_\_

**Total    100%**

1. Date organization was formed: \_\_\_\_\_ Date licensed activity commenced: \_\_\_\_\_  
(month/year) (month/year)
2. Does the Licensee/Applicant have the following insurance coverage in place?  

Employee Dishonesty (Fidelity)	Yes	No	Errors & Omissions (E&O)	Yes	No
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3. In what other states are you licensed? \_\_\_\_\_
4. How did you hear about Scott Bond Services? \_\_\_\_\_
5. What is:
  - a. the maximum dollar amount you will lend to anyone? \_\_\_\_\_
  - b. estimated number of loans annually? \_\_\_\_\_

**If answering yes to any of the questions below, please provide details on an additional sheet.**

6. Has the Licensee/Applicant operated under any previous names in the last seven years? Yes    No
7. Has the Licensee/Applicant or anyone having ownership in this business ever filed for bankruptcy for itself, any other entity, or been insolvent? Yes    No
8. Has the Licensee/Applicant or anyone having ownership in this business ever been the subject of any proceedings resulting in disciplinary action or found to have violated or to have aided, abetted, counseled, commanded, induced, or procured the violation of any law, rule, or regulation of any agency responsible for regulating financial institutions or lenders in any jurisdiction? Yes    No
9. Has the Licensee/Applicant or anyone having ownership in this business ever been associated directly or indirectly with any person which was subject to regulatory sanctions by a state or federal agency at the time you were associated with them? Yes    No
10. Have there ever been any judgments or liens filed against the Principal or anyone having ownership therein? Yes    No
11. Has the Licensee/Applicant ever been canceled or declined for a Surety Bond? Yes    No

**The undersigned Applicant, Owner(s) thereof as listed on this application, and/or any Indemnitor(s), hereby authorize Scott Insurance and/or the Surety to obtain credit reports/histories and to confirm bank balances and all other items on any financial statement furnished until all liability of the Surety for any suretyship or related claim obligations expire.**

**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:**

Name of Firm/Corporation \_\_\_\_\_

By: *Signature:* \_\_\_\_\_

*Witness Signature:* \_\_\_\_\_

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

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

Please check one:    President    Member    Individual    Partner    Other Officer: \_\_\_\_\_

**ADDITIONAL INDEMNITOR(S):**

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

*Signature of Indemnitor:* \_\_\_\_\_

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

Print Indemnitor Name: \_\_\_\_\_

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

*Signature of Indemnitor:* \_\_\_\_\_

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

Print Indemnitor Name: \_\_\_\_\_

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

Signature of Indemnitor: \_\_\_\_\_

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

Print Indemnitor Name: \_\_\_\_\_

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

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