



# XPRESS CONTRACT APPLICATION

## CONTRACTOR INFORMATION

Check one:  Corporation     Proprietorship     Partnership     LLC     LLP     Other

Principal/Company : \_\_\_\_\_ Contractor's license # : \_\_\_\_\_  
 Address : \_\_\_\_\_ Phone Number : (    ) - \_\_\_\_\_  
(Street City, State, Zip)  
 Year Company Started : \_\_\_\_\_ Operations Under Current Management Since : \_\_\_\_\_ Net Worth : \$ \_\_\_\_\_  
 Type of Construction Performed : \_\_\_\_\_ Operating Territory : \_\_\_\_\_  
 Largest Completed Contract: Price : \$ \_\_\_\_\_ Gross Profit : \$ \_\_\_\_\_ Year Completed : \_\_\_\_\_  
 Description \_\_\_\_\_

Total Current Work On Hand : Number of Jobs : \_\_\_\_\_ Estimated Cost to Complete : \$ \_\_\_\_\_

Has the company ever failed to complete a contract?  Yes  No

Has the company, any stockholder, owner, partner or any affiliate ever filed for bankruptcy or been placed in receivership?  Yes  No

Are there any liens filed against the company's or related entity's projects?  Yes  No

Are you involved in any litigation or been delinquent in payroll, state or federal taxes within the past three (3) years?  Yes  No

Has the company, any officer, owner or partner been in claim with a surety?  Yes  No

Are any assets held in trust or pledged to creditors?  Yes  No

Has the application, or any of it's owners, applied for or obtained other bonds within the last twenty-four (24) months?  Yes  No

Explain all "Yes" answers \_\_\_\_\_

## OWNER/INDEMNITOR INFORMATION Provide information on all Owners and their respective spouses:

Name and Email Address	Address (No. P.O. Boxes)	DOB	SSN	Net Worth	% of Ownership	Years on Construction	Title
Owner:	<input type="checkbox"/> own	/ /					
Email	<input type="checkbox"/> rent						
Spouse:	<input type="checkbox"/> own	/ /					
Email	<input type="checkbox"/> rent						
Owner:	<input type="checkbox"/> own	/ /					
Email	<input type="checkbox"/> rent						
Spouse:	<input type="checkbox"/> own	/ /					
Email	<input type="checkbox"/> rent						

(If all owners are not listed above, please attach additional application.)

Job Description : \_\_\_\_\_

Estimated Bid Price/Contract Price : \$ \_\_\_\_\_ Bid Date : \_\_\_\_\_ Anticipated Start Date : \_\_\_\_\_

Time for Completion : \_\_\_\_\_ Liquidated Damages : \$ \_\_\_\_\_ Warranty Period : \_\_\_\_\_

Bid Results: 1) \_\_\_\_\_ \$ \_\_\_\_\_ 2) \_\_\_\_\_ \$ \_\_\_\_\_ 3) \_\_\_\_\_ \$ \_\_\_\_\_

Name                      Amount                      Name                      Amount                      Name                      Amount

Obligee/Owner \_\_\_\_\_

Address \_\_\_\_\_

(Street City, State Zip)

## BOND INFORMATION

Required Bid Bond Amount or Percentage : \_\_\_\_\_

Required Performance Bond Amount or Percentage : \_\_\_\_\_

Required Payment Bond Amount or Percentage : \_\_\_\_\_

Required Maintenance Bond Amount or Percentage : \_\_\_\_\_

Required Bond Forms : \_\_\_\_\_

## AGENCY INFORMATION

Agency Name : Preferred Bonding Insurance Services

Agency Code : 200704

Producer : Patricia Zenizo

Length of Agency Relationship with Account : \_\_\_\_\_

Agency Recommendation : \_\_\_\_\_

Additional policies written for applicant or owners? \_\_\_\_\_

All premium current?  Yes  No

## INDEMNITY AGREEMENT - READ CAREFULLY

By signing this Indemnity Agreement ("Agreement" principal and each of the other undersigned (collectively "Indemnitors") affirm that the statements in the foregoing application ("Application") are true and are made to induce issue any and all bonds on behalf of principal or other Indemnitor (collectively "Bonds"). The term Bonds includes any bond issued before, on or after the date of this Agreement and any extension, renewal, modification or substitution of or addition to the Bonds. Each Indemnitor further affirms that he, she or it understands that Bonds are a credit relationship. Indemnitors jointly and severally agree, for themselves, their personal representatives, successors, and assigns:

1. To fully reimburse Surety and indemnify it against all liability, loss, claims, demands, attorneys fees, costs and expenses of every kind and nature (including for investigation) which Surety incurs or for which it may become liable as a consequence of issuing the Bonds (collectively "Loss"), regardless of whether the Surety has actually received a claim or paid any amount.
2. To pay Surety the initial, fully earned, premium and all subsequent renewals, extensions, or modifications.
3. Surety may, at its sole discretion, deny, pay, compromise, defend or appeal any claim or suit against the Bonds. An itemized statement of or sworn voucher from the surety attesting to the Loss shall be prima facie evidence of the Loss.
4. If Surety, in its sole discretion, deems it necessary to protect itself from potential Loss it may demand collateral from Indemnitors in an amount Surety deems adequate. Indemnitors shall immediately deposit the full amount of collateral in cash or other acceptable form with Surety whether or not it has yet made a payment or incurred a Loss. Surety may retain the collateral until all actual or potential claims against the Bonds are exonerated and all Loss is fully reimbursed.
5. All money and other proceeds of the obligations covered by the Bonds ("Obligation") are received by Principal in trust for the benefit of Surety for the sole purpose of performing the Obligation until the surety's liability is completely exonerated.
6. To secure Indemnitor's duties and obligations to Surety Indemnitors, upon Surety's declaration of principal's default, assign to Surety all right and title to and interest in all amounts due under the Obligation and under all other bonded and unbonded contracts; all agreements, notes, accounts, proceeds, accounts receivable, return premium from Surety or others in which indemnitors have any interest, and all subcontracts under the Obligation.
7. Each Indemnitor irrevocably appoints Surety or its designee as his, her or its attorney-in-fact with the right and power, but not the obligation, to exercise all of the rights assigned to Surety under this Agreement and to make, execute and deliver any and all additional contracts, instruments, assignments, documents or papers (including, but not limited to, the endorsement of checks or other instruments payable to principal or any indemnitor representing payment of Obligation monies) deemed necessary and pro by Surety in order to give full effect proper by Surety in order to give full effect to the intent and meaning of the assignments or rights contained herein. It is expressly agreed that this power-of-attorney is coupled with the interest of Surety in receiving the indemnification from indemnitors.  
Indemnitors hereby ratify all acts by Surety or its designee as attorney-in-fact.
8. Upon submission of the Application and until full satisfactory performance of the Obligation and exoneration of the Bonds, Surety may freely access, example, copy and obtain Indemnitors books, records, credit reports and accounts ("Records"). Indemnitors authorize third parties in possession of these Records to furnish to Surety any information requested in connection with any transaction.
9. Each indemnitor agrees he, she or it is bound to every obligation in this Agreement regardless of (a) whether the principal fails to sign any bond; (b) the existence, release, return, exchange or viability of or failure to obtain collateral or security securing Indemnitors; duties and obligations under the Agreement; (c) the identity of any other indemnitor; (d) whether or not any other Indemnitor is bound or released; or (e) the failure of any other person or entity to sign this Agreement.

10. Indemnitors expressly waive notice of any claim or demand against the Bonds or information provided to the Surety. Surety may decline to issue bonds and may cancel, withdraw or procure its release from the Bonds at any time, without incurring of Indemnitors.

11. As used in this Agreement, the plural and singular shall include each other as circumstances require. If any portion of this Agreement is unenforceable that portion shall be considered deleted with the remainder continuing in full force and effect.

12. A facsimile, photocopy, electronic or optical reproduction shall be admissible in a court of law the same force and effect as the original.

13. This Agreement is a cotinuing obligation and may not be terminated for past or present bonds. Indemnitors may, however, terminate obligations as to future bonds by providing the Surety with a minimum of 30 days written notice mailed to: P.O Box 19725, Irvine, CA 92623, via certified mail, return receipt requested.

14. As consideration for Surety's execution of the Bonds applied for each Indemnitor jointly and severally agrees to be bound by all of the terms of this Agreement as though each were the sole applicant and each admits to being financially interested in the performance of the Obligation.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ Principal/Company Name (Print) \_\_\_\_\_

Print Authorized Signatory's Name and Title here \_\_\_\_\_ Print Authorized Signatory's Name and Title here \_\_\_\_\_

Indemnitors \_\_\_\_\_

Signature x \_\_\_\_\_  
(Indemnitor) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Indemnitor) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Indemnitor) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Indemnitor) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Indemnitor) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Spouse) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Spouse) Print Name here \_\_\_\_\_

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(Spouse) Print Name here \_\_\_\_\_

Signature x \_\_\_\_\_  
(Spouse) Print Name here \_\_\_\_\_