

**JUDICIAL/COURT BOND APPLICATION\***

Date: \_\_\_\_\_

<b>1. AGENT/BROKER INFORMATION</b>	Agency/Broker Name: _____	Producer #: _____	Phone #: _____	Fax #: _____
<b>2. BOND INFORMATION</b>	Type of Bond: _____		Amount of Claim or Judgment: _____	Amount of Bond: _____
Bond to be Filed in: Court of _____ County State of: _____			Date of Judgment: _____	Docket No: _____
Exact Title Of Action: _____			Basis of action**: _____	
Describe property being attached or otherwise involved: _____			Is applicant involved in other litigation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach paper and explain.	
Principal is <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant		Lawyer's Name and Address: _____		Name of Other Party: _____

**\*\*MUST attach copy of the Complaint, or Court documents requiring the bond.**

<b>3a. BUSINESS INFORMATION</b> ♦	Company Name (Must be exactly as it appears on bond): _____				Business Phone #: _____	
Company Address: _____		City: _____	State: _____	Zip Code: _____	Annual Business Income: \$ _____	Other Business Income: \$ _____
Nature of Business: _____		<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	Date Formed Corp. or LLC: _____	# of Owners, Partners or Members: _____	How Long in Business? _____	
<b>3b. PERSONAL INFORMATION</b>	Individual's Name: _____			Social Security #: _____	Date of Birth: _____	
Occupation: _____			Employer and Business Address: _____		Business Phone: _____	
Spouse's Name: _____				Social Security #: _____	Date of Birth: _____	
Residence Address: _____		City: _____	State: _____	Zip Code: _____	Estimated Personal Net Worth: \$ _____	

♦ If **CORPORATION**, complete 3a and 3b. If **INDIVIDUAL**, complete 3b only.

➤ Business and/or Personal financial statements must be provided.

*\*All information furnished on this application will be utilized and relied upon in the issuance of any bonds on or after the date above.*

## GENERAL INDEMNITY AGREEMENT

I request that Capitol Indemnity Corporation and/or Platte River Insurance Company, hereinafter known as CIC and/or PR, execute a bond and consider executing future bonds for the above named company and/or individual (Principal). I authorize CIC and/or PR or its agents to investigate my credit and Principal's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. I make the following promises so that CIC and/or PR will execute a Bond and consider executing future bonds:

1. I agree that the following definitions apply: (a) Bond means (i.) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CIC and/or PR at the request of Principal, or any of the indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which CIC and/or PR is or may be made liable for Loss, whether or not Principal is also Liable, and (ii.) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CIC and/or PR in connection with any Bond or this agreement, including: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights).
2. I, individually, and jointly and severally with Principal and all other indemnitors, agree to hold CIC and/or PR harmless from all Loss and to pay back or reimburse CIC and/or PR for all Loss.
3. I agree to pay CIC and/or PR each annual premium due according to the rates in effect when each payment is due. I agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable.
4. I agree that a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement.
5. I agree that CIC and/or PR may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law.
6. I agree that CIC and/or PR have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond.
7. I agree that I cannot terminate my liability to CIC and/or PR created by this agreement except by sending written notice of intent to terminate to CIC and/or PR. Written notice to terminate shall be sent to CIC and/or PR at its service office, . I agree that the termination will be effective thirty working days after actual receipt of such notice by CIC and/or PR, but only for Bonds signed or committed to by CIC and/or PR after the effective date. Thus, I agree that I will remain liable to CIC and/or PR for Loss on Bonds signed or committed to by CIC and/or PR prior to the effective date of termination.
8. I agree that CIC and/or PR can bring any legal action arising out of or in any way related to any Bond or this agreement in Dane County, Wisconsin and the Wisconsin law shall apply where CIC and/or PR makes such election.
9. I agree that with my signature below, I am representing myself as both Principal and Indemnitor as used above.

### **READ CAREFULLY AND SIGN**

The employees of the Insured have all, to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information, which in the judgement of the Insured indicates that any of the said employees are dishonest. Such knowledge as any officer signing for the Insured may now have in respect to his own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

### **FRAUD STATEMENT**

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**Notice To Arkansas Applicants:** "any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."

**Notice To Colorado Applicants:** “it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the department of regulatory agencies.”

**Notice To Florida Applicants:** “any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.”

**Notice to Idaho Applicants:** “any person who knowingly and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony.”

**Notice To Kentucky Applicants:** “any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.”

**Notice To Minnesota Applicants:** “a person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.”

**Notice To Nebraska Applicants:** “No misrepresentations or warranty made by the insured or on his behalf in the negotiation or application of this policy or contract of insurance shall defeat or void the policy or contract or effect the company’s obligation under the policy or contract unless such misrepresentation or warranty. 1) Was material; 2) was made knowingly with the intent to deceive; 3) was relied and acted upon by the company; and 4) deceived the company to its injury.

The breach of warranty or condition in any contract or policy of insurance shall not void the policy or allow the company to avoid liability unless such breach exists at the time of loss and contributes to the loss.” (44-358)

**Notice To New Jersey Applicants:** “any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.”

**Notice To New Mexico Applicants:** “any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.”

**Notice To New York Applicants:** “any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.”

**Notice To Ohio Applicants:** “any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

**Notice To Pennsylvania Applicants:** “any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

**Notice To Tennessee and Virginia Applicants:** “it is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.”

**Notice To Vermont Applicants:** “any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

**Signed and dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ , \_\_\_\_\_

Company Name (if Applicable):	
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):

Principal/Indemnitor's Signature:	Principal/Indemnitor's Name (Print):	Social Security Number:
Principal/Indemnitor's Spouse's Signature:	Principal/Indemnitor's Spouse's Name (Print):	Social Security Number: