

SUBDIVISION MAINTENANCE BOND APPLICATION



Developers Surety and Indemnity Company
Indemnity Company of California

2857 Riviera Drive
Akron, OH 44333
330-864-8800
Fax: 330-864-8661

(\$25,000 AND UNDER - IF OVER, CALL BRUNSWICK COMPANIES - 330-864-8800)
INSTRUCTIONS: ALL APPLICANTS MUST COMPLETE AND SIGN APPLICATION

GENERAL INFORMATION

PERSONAL INFORMATION

(USE ADDITIONAL APPLICATION IF MORE THAN TWO.)

MUST BE COMPLETED BY APPLICANT, PARTNERS AND CORPORATE OWNER/OFFICERS.

THIS APPLICATION IS APPLICABLE ONLY IN THE STATE OF OHIO

WARNING

THIS IS AN APPLICATION FOR A BOND. A BOND IS A CREDIT RELATIONSHIP. A BOND IS NOT AN INSURANCE POLICY. THE APPLICANT (PRINCIPAL) AND INDEMNITORS ARE JOINTLY RESPONSIBLE FOR THE OBLIGATIONS COVERED BY THE BOND AND THE CONDITIONS OF THE INDEMNITY AGREEMENT CONTAINED IN THIS APPLICATION.

NAME (MUST BE EXACTLY AS IT IS TO APPEAR ON BOND)				<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> CORPORATION
				<input type="checkbox"/> PARTNERSHIP	
BUSINESS STREET ADDRESS	CITY	STATE	ZIP	BUSINESS PHONE ()	
NAME			SPOUSE'S NAME		
RELATIONSHIP TO APPLICANT	<input type="checkbox"/> OWNER <input type="checkbox"/> PARTNER	<input type="checkbox"/> OFFICER/ STOCKHOLDER	DRIVER'S LICENSE NO.	SOCIAL SECURITY NO	SPOUSE'S S.S. NO
HOME ADDRESS	CITY	STATE	ZIP	HOME PHONE ()	
ADDITIONAL OWNER OR PARTNER AS REQUIRED					
NAME			SPOUSE'S NAME		
RELATIONSHIP TO APPLICANT	<input type="checkbox"/> OWNER <input type="checkbox"/> PARTNER	<input type="checkbox"/> OFFICER/ STOCKHOLDER	DRIVER'S LICENSE NO	SOCIAL SECURITY NO	SPOUSE'S S.S. NO
HOME ADDRESS	CITY	STATE	ZIP	HOME PHONE ()	

BOND INFORMATION		
SUBDIVISION NAME:	TYPE OF PRODUCT:	
DESCRIBE LOCATION:		
TRACT NUMBER:	NUMBER OF UNITS	
SELLING PRICE OF UNITS: \$	TO \$	
SQUARE FEET OF UNITS:	TO	
BOND TERM (duration):		
OBLIGEE (MUNICIPALITY REQUIRING BONDS):		
ADDRESS OF OBLIGEE:		
ATTACH ORIGINAL BOND FORM(S)		
IF CONTRACTOR - HAVE YOU BEEN PAID IN FULL FOR THE IMPROVEMENTS?	___ YES ___ NO	
IF DEVELOPER - HAS THE CONTRACTOR BEEN PAID IN FULL FOR THESE IMPROVEMENTS?	___ YES ___ NO	
IS LETTER OF ACCEPTANCE OF PLAN IMPROVEMENTS FROM OBLIGEE AVAILABLE?	___ YES ___ NO	
(If yes, attach copy. If no, provide: Name and phone number of individual at obligee to contact to confirm project completion.)		
NAME:		
PHONE:		
GENERAL CONTRACTOR:		
IMPROVEMENTS	BOND AMOUNT	NAME OF SUBCONTRACTOR (if applicable)
EXCAV., GRADING, CLEARING	\$ _____	_____
ENGINEERING	_____	_____
STREETS, CURBS, GUTTERS	_____	_____
WATER	_____	_____
SEWERS	_____	_____
UTILITIES	_____	_____
OTHER	_____	_____

IMPORTANT: READ & SIGN REVERSE SIDE INDEMNIFICATION

INDEMNITY AGREEMENT

READ CAREFULLY

Each of the undersigned hereby affirms that the foregoing statements made and answers given are the truth and are made to induce Developers Surety and Indemnity Company or Indemnity Company of California (hereinafter called Surety) to execute or procure the execution of any and all of the bonds described therein, and any extension, modification, or renewal thereof, addition thereto, or substitution therefor. Each of the undersigned further affirms that he understands the bond applied for is a credit relationship, and hereby authorizes Surety or its authorized agent, Insko Insurance Services Inc. to gather such credit information it considers necessary and appropriate for purposes of evaluating whether such credit should be granted

IN CONSIDERATION of the execution of such bond, and in compliance with a promise of the undersigned made prior thereto, the undersigned hereby agree, for themselves their personal representatives, successors and assigns jointly and severally, as follows:

- 1 To reimburse Surety, upon demand for all payments made for; and to indemnify and keep indemnified Surety from:
 - a. all loss, contingent loss, liability and contingent liability claim, expense, including attorneys' fees, for which Surety shall become liable or shall become contingently liable by reason of such suretyship whether or not Surety shall have paid same at the time of demand; and
 - b. to pay Surety an advance premium for the term of the bond(s)
- 2 Surety shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety for loss, contingent loss, liability or contingent liability, and/or expense, sworn to by an officer of Surety or the voucher or vouchers for such payments, shall be **prima facie** evidence of the obligation of the undersigned to reimburse Surety
- 3 Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal to sign any such bond or (b) any claim that other indemnities, securities, or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason
- 4 The undersigned hereby expressly waive notice from Surety of any claim or demand made against Surety or the principal under the bond, or of any information Surety may receive concerning the principal, or bond. Surety shall have the right to decline any or all bonds herein applied for, and shall have the right to withdraw from, or cancel, or procure its release from such suretyship at any time, all without incurring any liability to the undersigned
- 5 Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.

WARNING

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 FALSE OR DECEPTIVE STATEMENT, IS GUILTY OF INSURANCE FRAUD.
OHIO REVISED CODE SECTION, ORC 3999.21

IMPORTANT

If sole owner, applicant must sign on behalf of firm. Applicant and spouse must sign personal indemnity below

If a partnership, authorized partners must sign on behalf of the firm. The authorized partners and their spouses must sign personal indemnity below

If a corporation, two corporate officers must sign below on behalf of firm. Owners of the corporation and their spouses must sign personal indemnity below

Signed this _____ day of _____, YEAR

_____ FIRM NAME

_____ PRINT NAME & TITLE

X _____ SIGNATURE

_____ PRINT NAME & TITLE

X _____ SIGNATURE

STATEMENT OF PERSONAL INDEMNITORS

In consideration of the execution by Developers Surety and Indemnity Company or Indemnity Company of California of the suretyship applied for each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity agreement, executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation which the suretyship applied for is given to secure.

<p>_____ PRINT NAME OR NAMES</p> <p>X _____ INDEMNITOR'S SIGNATURE</p> <p>X _____ SPOUSE'S SIGNATURE (IF SINGLE, SO INDICATE)</p>	<p>_____ PRINT NAME OR NAMES</p> <p>X _____ INDEMNITOR'S SIGNATURE</p> <p>X _____ SPOUSE'S SIGNATURE (IF SINGLE, SO INDICATE)</p>
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PRODUCER INFORMATION

NAME _____ STREET ADDRESS _____

() # _____ CITY _____ STATE _____ ZIP _____

PHONE _____

Check that all questions are completely answered, and that all signatures are correctly signed. If obligee has issued a written request for bond please attach to application. Incorrect or incomplete information may delay issuance of the bond.

Brokers and appointed agents of Developers Surety and Indemnity Company or Indemnity Company of California may submit net. All others complete agency form and submit gross premium only.