

**BTIS USE ONLY**

Submission Number

# Victory Bonds Program - California Contractors License Bond Application

**AGENT USE ONLY**

Bond Number

Business Name as Shown Exactly on Contractors License or License Application

Applicant's Name

Street Address

City	State	ZIP	Requested Effective Date
Phone Number	Fax Number	Years in Business	\$ Amount of Bond
Contractor License Number or Contractor License Application Number			License Class
<input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Single <input type="checkbox"/> Separated	Spouse's First Name	Initial	Last Name
If RME/RMO (Bond of Qualifying Individual) Complete the Following (Where Applicable)			
Name of Firm on License	Address	City	State ZIP

**Eligibility Questions** - Please provide additional detail for "Yes" responses in the boxes provided below the questions.

1. Has any bond held by the applicant been cancelled for failure to fully reimburse payment of a claim against a bond?  Yes    No

2. Does the applicant hold a Roofing (C-39) or a Swimming Pool (C-53) classification?  Yes    No

## **INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN**

The Undersigned hereby declares the truth without reservation of the representations hereinabove, and that they are made to induce NAVIGATORS INSURANCE COMPANY, to issue the Bond(s) applied for. The Undersigned agrees that the Surety at its sole discretion may decline the Bond(s) applied for or may cancel or terminate same without incurring any liability whatsoever to the Undersigned. In consideration of the issuance of the Bond(s) herein applied for, or any Bond(s) in substitution for or in succession of the said Bond(s), or any renewal, continuations, increase or extension of time of the said Bond(s), the Undersigned hereby agrees, jointly and severally, as follows: (1) To hereby authorize the Surety to access their credit reports and to make such pertinent inquiry as may be necessary from financial institutions, persons, firms and corporations in order to (a) confirm and verify information supplied to Surety; (b) for underwriting purposes, and (c) enforcement of any rights the Surety has under the agreement; (2) To pay to the Surety the agreed premium upon execution of the Bond(s) and annually in advance thereafter; (3) To furnish the Surety with satisfactory and conclusive termination evidence that there is no further liability on the Bond(s); (4) To perform all the conditions of said Bond(s), to reimburse Surety for all payments made for or on account of any Bond(s), and to defend, indemnify, and save the Surety harmless from and against any and all demands, claims, liabilities, losses, costs, damages, penalties and expenses of whatever nature or kind, including attorney's and counsel fees, which Surety may sustain or incur by reason of (a) the issuance of such Bond(s), (b) obtaining a release of or evidence of termination under such Bond(s), or (c) in enforcing any provision of this agreement, whether Surety shall have paid out any such sums; (5) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s) on the basis of actual or potential liability, expediency or otherwise, unless the Undersigned shall in writing request the Surety to litigate such claim and shall deposit immediately with the Surety collateral satisfactory to the Surety in kind and amount; (6) That an itemized statement of loss and expenses by Surety shall be prima facie evidence of the fact and extent of Undersigned's liability to Surety; (7) To deposit with the Surety upon demand a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety in its absolute discretion determines necessary and the deposit shall be pledged as collateral security on any Bond(s) the Surety may have issued for the Undersigned; (8) To waive notice from Surety of any claim or demand made against Surety or the principal under the Bond(s), or of any information Surety may receive concerning the principal or Bond(s); (9) To grant a security interest to Surety in any all monies, deposit accounts, accounts receivable, chattel paper, documents of title, intangibles, and choses in action held by Undersigned or in which the Undersigned has an interest. The Surety agrees to forebear exercising the rights granted to it in this paragraph until there is a default under this agreement. That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity; and (10) This agreement is a continuing obligation of the Undersigned and may be terminated only upon written notification to Surety. Such notice shall state the effective date of such termination, which shall, in no event be less than 30 days following actual receipt of such notice by Surety. No termination of this agreement shall relieve the Undersigned of any obligation or liability under this agreement, or the Bond, occurring during the term of this agreement, regardless of when such obligation or liability shall become known to Surety. Regardless of the date this Indemnity Agreement is signed, it is effective as of the date of execution of the above mentioned Bond(s) pursuant to certain promises, and agreements made by the Undersigned.

Sole Proprietorship

Partnership

Requires 2 Partner Signatures

Corporation

President and Witness  
(18 Years of Age or Older)

RMO/RME (Responsible Managing Officers/Responsible Managing Employees)

Qualifying Individual & Officer (Where Applicable)

Printed Name of Indemnitor	Social Security Number	Drivers License Number	Date	Signature of Indemnitor
X				
Printed Name of Indemnitor	Social Security Number	Drivers License Number	Date	Signature of Indemnitor
X				
Printed Name of Witness (Not Indemnitor)			Date	Signature of Witness
X				

Agency Name

Producers Name

Address	City
State	ZIP
Phone	Fax



**BTIS USE ONLY**  
Submission Number

**Victory Bonds Program - California  
Additional Personal Indemnitor**

**AGENT USE ONLY**  
Bond Number

**FOR CO-SIGNER ONLY - REQUIRES NOTARIZATION**

Business Name That Will be on Bond		
Additional Indemnitor's Name	Relationship to Applicant*	
Street Address		
City	State	ZIP
Phone Number	Fax Number	D.O.B.

\* A spouse of a sole proprietor or partner of a partnership are ineligible as an Additional Personal Indemnitor.

**INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN**

In consideration of issuing the Bond(s) applied for by the Applicant, each of the Undersigned, now referred to as Indemnitor(s), acknowledge(s) that the above Indemnity Agreement has been read and the Indemnitor(s) is (are) aware of the contents of the Indemnity Agreement. The Indemnitor(s) jointly and severally agree(s) to be bound by the foregoing Indemnity Agreement. This obligation imposes individual liability on the Indemnitor(s) as well as joint liability with the Applicant. The Indemnitor(s) has (have) sufficient interest in the performance of the obligation which this suretyship applied for is given to secure and is (are) fully empowered to execute this agreement.

**ADDITIONAL INDEMNITOR(S), sign here:**

(May include spouses of the above signed applicants, owners of closely held corporations and/or third parties)

Indemnitor's Printed Name	Social Security Number	Drivers License Number	Date	Signature
X				

State of California }

County of \_\_\_\_\_

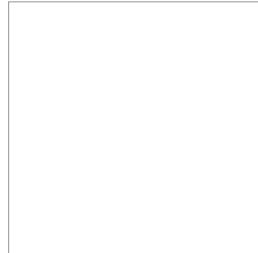
On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public Signature



Notary Public Seal



Insuring A World In Motion

NSB 011 09 10 - CALIFORNIA

Navigators Insurance Company - 433 California Street, San Francisco, CA 94104

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(11.10.10)