



# Commercial Surety application

376 Broadway, PO Box 1038  
 Schenectady, NY 12301  
 MerriamInsurance.com  
 (877)MERRIAM (637-7426)  
 Fax: (518) 346-0996  
 insurance@MerriamInsurance.com

BOND EXECUTED BY COMPANY INDICATED ABOVE HEREAFTER REFERRED TO AS THE SURETY

AGENCY NAME: The Merriam Agency AGENCY PHONE: 518-393-2109  
 AGENCY ADDRESS: 376 Broadway, P.O. Box 1038 Schenectady NY 12301  
(Street) (City) (State) (Zip)

**SECTION I: BOND APPLIED FOR:**

TYPE OF BOND: \_\_\_\_\_ EFF.DATE: \_\_\_\_\_ EXP.DATE: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

OBLIGEE: \_\_\_\_\_ OBLIGEE ADDRESS: \_\_\_\_\_

**SECTION II: GENERAL INFORMATION**

APPLICANT'S NAME: \_\_\_\_\_ SS#: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
(Street) (City) (State) (Zip)

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_  
(Street) (City) (State) (Zip)

DATE BUSINESS BEGAN UNDER CURRENT NAME: \_\_\_\_\_ BUSINESS TAX ID: \_\_\_\_\_

HAS ANY COMPANY REFUSED TO ISSUE BONDS FOR ANY PURPOSE? YES  NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

HAS APPLICANT EVER FAILED IN BUSINESS? YES  NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

HAS APPLICANT EVER FILED BANKRUPTCY? YES  NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

DO YOU HAVE ANY LIENS, CLAIMS, OR JUDGEMENTS AGAINST YOU? YES  NO

IF YES, PLEASE EXPLAIN: \_\_\_\_\_

**SECTION III: BUSINESS INFORMATION**

**STATEMENT OF ASSETS & LIABILITIES AS OF \_\_\_\_\_**

ASSETS		LIABILITIES	
CASH IN BANK	\$	NOTES PAYABLE TO BANKS	\$
CASH ON HAND	\$	NOTES PAYABLE TO OTHERS	\$
STOCKS & BONDS	\$	ACCOUNTS PAYABLE	\$
ACCOUNTS RECEIVABLE	\$	FEDERAL & STATE INCOME TAX DUE	\$
NOTES RECEIVABLE	\$	ALL OTHER TAXES	\$
INVENTORY	\$	ACCRUALS, PAYROLLS, ETC.	\$
CASH VALUE OF LIFE INSURANCE	\$	DUE ON EQUIPMENT	\$
EQUIPMENT	\$	DUE ON REAL ESTATE	\$
REAL ESTATE	\$	OTHER LIABILITIES	\$
OTHER ASSETS	\$	CAPITAL STOCK (IF A CORPORATION)	\$
		SURPLUS & UNDIVIDED PROFITS	\$
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH</b>	<b>\$</b>

NAME OF OWNERS	NAME & TITLE OF OFFICERS	FINANCIAL WORTH OUTSIDE CORP.

**SECTION IV: REFERENCES**

NAME	BUSINESS	ADDRESS

FRAUD WARNING: 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 civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation \*State of NY only.

**THE APPLICANT HEREBY AGREES:**

The applicant(s) and the Indemnitor(s), if any, hereby authorize the Surety to obtain credit reports and histories and to confirm the bank balances claimed, and all other items on any balance sheet or income statement furnished until all liability of the Surety for any suretyship or 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: 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; To indemnify the Surety against all loss, liability, costs, damages, attorney's fees and expenses whatever, 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 therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained; 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; To deposit with the Surety, upon demand, an amount sufficient to discharge any claim on the Bonds; 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; 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; The Undersigned's obligations under this Agreement may only be terminated by sending written notice to the Surety. Such notice shall be effective twenty (20) days after receipt of the notice of termination, but in no event shall such notice operate to modify, bar, or discharge the Undersigned as to the Bonds that may have been executed before the effective date of termination; 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.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ By \_\_\_\_\_

WITNESS: \_\_\_\_\_ APPLICANT: \_\_\_\_\_

**SECTION V: COMPLETE FOR CASES REQUIRING ADDITIONAL INDEMNITY & ATTACH FINANCIALS OF INDEMNITORS**

In consideration of the Surety executing, or procuring the execution of, or refraining from presently exercising its right to cancel, the bond herein applied for, we jointly and severally agree to be bound by the foregoing agreement, and if the undersigned is a corporation, it warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

WITNESS: \_\_\_\_\_ INDEMNITOR: \_\_\_\_\_ SS# \_\_\_\_\_

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WITNESS: \_\_\_\_\_ INDEMNITOR: \_\_\_\_\_ SS# \_\_\_\_\_

INDEMNITORS' SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC (ATTACH ADDITIONAL ACKNOWLEDGMENTS AS NEEDED)

**(CORPORATE ACKNOWLEDGMENT)**

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally comes \_\_\_\_\_, to me known, who, being duly sworn, depose(s) and say(s) that he/she resides in the City of \_\_\_\_\_, that he/she is \_\_\_\_\_ of \_\_\_\_\_ the corporation described herein and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name(s) thereto by like order.

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

My commission expires \_\_\_\_\_