



**Old Republic Surety Company
Old Republic Insurance Company
Bituminous Casualty Corporation**

**International Business & Mercantile
REAssurance Company**

"Company" means as interest(s) may appear, any of the listed companies contained herein, any and/or subsidiary(ies), and/all parent company(ies) of Old Republic Surety Company, and/or any affiliated company(ies) within the Old Republic International General Insurance Group, as well as/or any and/all reinsuring surety(ies), co-surety(ies) and any surety(ies) which have been procured to execute the bond(s), their successors or assigns.

CONTRACT, BID OR MAINTENANCE BOND APPLICATION

OFFICE	AGENT	PREMIUM	BOND NO.
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NOTE

- (a) Copy of contract, specifications, and applicant's financial statement must accompany this application.
- (b) All questions must be answered fully.
- (c) The Company reserves the right to decline this application and to withhold reason for declination, as all information relative thereto is regarded as confidential.

FULL NAME OF APPLICANT *(If corporation, give exact title)*

BUSINESS ADDRESS *(Street, City and State)*

NAME AND ADDRESS OF OBLIGEE TO WHOM BOND IS TO BE GIVEN

CONCISE DESCRIPTION OF PROPOSED WORK, AND LOCATION

CONTRACT OR BID PRICE	DATE BIDS TO BE OPENED	DATE OF AWARD
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The following kinds and amounts of bonds are required:

BID BOND	PERFORMANCE BOND	LABOR AND MATERIAL BOND	MAINTENANCE BOND	OTHER
TIME FOR COMPLETION	PENALTY FOR DELAY	TERMS OF PAYMENT AND RETAINED PERCENTAGE		

List all other bids, including highest and lowest.

NAME	ADDRESS	AMOUNT OF BID

NAME AND ADDRESS OF ARCHITECT OR ENGINEER IN CHARGE

HIS ESTIMATE OF COST OF WORK	YOUR ESTIMATE OF COST
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Will you sublet any part of the work? *(If so, describe below)*

AMOUNT	CHARACTER OF WORK	NAME OF SUB-CONTRACTOR	ADDRESS

WILL YOU REQUIRE SUB-CONTRACTORS TO GIVE BONDS? CORPORATE OR PRIVATE?

WHEREAS, the Indemnitors hereby request that the Company execute as surety the herein described bond or bonds;

NOW, THEREFORE, in consideration of the Company executing the bond or bonds herein applied for the Indemnitors, for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, covenant and agree as follows:

1. That the statements contained in the foregoing application are true, and are made without reservation for the purpose of inducing the Company which shall include the named Company, and co-surety(ies), and reinsuring company(ies), and any company(ies) which have been procured to execute the bond(s), their successors or assigns, to become surety on the bond or bonds herein applied for.
 2. If a corporation, Indemnitor admits that it is financially interested in the performance of the obligation which the bond or bonds applied for are given to secure and asserts that it is fully empowered to obligate itself hereby.
 3. If the application is for a bid bond and the Indemnitors are awarded the contract, that they shall not be obligated to secure their final bond or bonds from the Company, nor shall the Company be obligated to sign or procure such bond or bonds.
 4. The Indemnitors will pay to the Company, at its office in Brookfield, Wisconsin, premiums and charges at the rates, and at the times specified in respect to such bond or bonds in the Company's schedule of rates, or if applicable, consent to rate which, with any additions or amendments thereto, is by reference made a part hereof, and will continue to pay the same where such premium or charge is annual, until the Company shall be discharged and released from any and all liability and responsibility upon and from such bond or bonds or matters arising therefrom, and until the Indemnitors shall deliver to the Company at its office in Brookfield, Wisconsin, competent written evidence satisfactory to the Company of its discharge from all liability on such bond or bonds.
 5. The Indemnitors will indemnify and save the Company harmless from and against every claim, demand, liability, cost, charge, suit, judgement and expense which the Company may pay or incur in consequence of having executed, or procured the execution of, such bond or bonds, or any renewals or continuations thereof or substitutes therefor, including fees of attorneys, whether on salary, retainer or otherwise, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of any of the Indemnitors under this Agreement. In the event of payment by the Company, the Indemnitors agree to accept the voucher or other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitors' liability therefore to the Company. In the event of any payment by the Company, Indemnitors agree to pay the Company interest at the prime rate plus 2% (unless prohibited by law, then at the maximum rate allowed) charged at a major bank located in the State in which Indemnitors reside.
 6. If the Company shall setup a reserve to cover any claim, suitor judgment under such bond or bonds, the Indemnitors will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bond or bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on such bond or bonds shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other or all bonds executed by the Company on behalf of the Indemnitors.
 7. The Indemnitors immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charged under such bond or bonds, shall notify the Company thereof in writing at its office in the City of Brookfield, Wisconsin.
 8. The Company shall have the exclusive right to determine for itself and the Indemnitors whether any claim or suit brought against the Company or the Principal upon such bond or bonds shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitors. In the event that it becomes necessary or advisable in the judgment of the Company to control, administer, operate or manage any or all matters connected with the performance of the contract for the purpose of minimizing any possible loss or ultimate loss to the Indemnitors and the Company, the Indemnitors hereby expressly covenant and agree that such action on the part of the Company shall be entirely within its rights and remedies under the terms of this agreement and as surety, and does hereby fully release and discharge the Company, in this connection, from liability for all actions taken by it or for its omissions to act except for deliberate and willful malfeasance.
 9. The Company is hereby authorized, but not required, to consent to any change in the contractor in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Company when due, shall be conclusively presumed to be a loss hereunder.
 10. The Indemnitors will be in default of this Agreement in the event they,
 - (a) Fail to pay any premium charge when due; or
 - (b) Abandon, forfeit or breach the contract; or
 - (c) Breach any bond; or
 - (d) If an individual dies, absconds, is a fugitive from justice or is convicted of a felony; or
 - (e) Have proceedings instituted against them alleging that they are insolvent, or for the appointment of a receiver or trustee for the benefit of creditors, whether such Indemnitors are insolvent or not.

In the event of default as above stated, the Indemnitors hereby assign, transfer and convey to the Company, all of their right, title, interest and estate in and to all of their property, whether real, personal or mixed, tangible or intangible, wherever situated or of whatever nature and all interests and rights now owned or hereinafter acquired and if sold, the proceeds therefrom. Personal or mixed property shall include but not be limited to:

 1. All goods, consumer or otherwise.
 2. All commercial paper, negotiable or otherwise.
 3. All monies, bank accounts and deposits, checking, savings or otherwise.
 4. All warehouse receipts, bills of lading and other documents of title.
 5. All securities, investments or otherwise.
 6. All accounts, receivable or otherwise.
 7. All contract rights.
 8. All equipment, machinery, tools and plant(s).
 9. All furniture and fixtures.
 10. All general intangibles.
 11. All farm products.
 12. All inventory.
 13. All property described in Article 9 of the Uniform Commercial Code in which the Indemnitor presently has or hereafter obtains an interest.
 14. All monies due or to become due the Principal under or as a result of the contract covered by the bond herein or hereinafter applied for, including but not limited to, progress payments, deferred payments,
- retained percentages, compensation for extra work and proceeds of damage claims. To implement the foregoing, the Indemnitor hereby authorizes the Company to endorse in the name of the Payee and to attest any checks, drafts, warrants or other instruments made or issued in payment of any such sums and to disburse the proceeds thereof.
15. All right, title and interest of the Principal in all supplies, tools, plant, equipment and materials of every nature and description that may now or hereafter be in, on or around the site of, or the work under, the contract covered by the bond and materials purchased or ordered for the performance of said contract whether in process of construction, in transit to the site, or in storage elsewhere.
 16. All right, title and interest of the Principal in and to all sub-contracts covered by bond, any extension, or alteration thereto as well as all right, title and interest of the Principal in and to all surety bonds covering such sub-contracts or purchase orders.
 17. All actions, causes of action, claims and demands whatsoever which the Principal has against any sub-contractor, laborer, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of the contract covered by the bond and against any surety(ies) of any such sub-contractor, laborer or materialman. The Company is authorized to assert and prosecute any right or claim assigned, transferred or conveyed in the name of the Indemnitor on such terms as it considers reasonable under the circumstances. The Company may sell any property assigned to it pursuant to this Agreement at Public or Private Sale without notice at any time or place without incurring any liability of any kind. The Company shall not be obligated to perform or discharge the terms, covenants or conditions on the part of the Indemnitor in connection with any matter or thing assigned.
- Indemnitors authorize the Company and its representatives, without notice to make schedules with all property assigned under this agreement and to attach the same thereto at anytime and when attached shall by reference being incorporated herein; and in addition, shall be authorized to file or record this agreement and attachments or a copy thereof under any provision of law governing such; this document constitutes a financial statement in accordance with the Uniform Commercial Code with such additions as needed to permit its filing under such Code.
- Indemnitors irrevocably nominate and appoint the Company and its authorized representatives as attorney-in-fact with the right, but not the obligation, to exercise all rights assigned, transfer and set over to the Company and in the name of the undersigned to make, execute and deliver, but not be obligated, additional documents deemed necessary to give full effect to the assignment.
11. In the event of nonpayment of any premium charge when due, said premium charge shall forthwith be payable out of any fund then due or thereafter to become due from the obliges on account of the contract covered by such bond or bonds, and upon delivery to the obligee of a copy of this agreement with notice of the nonpayment of said premium, the obligee is authorized and directed to apply the fund as it accrues, or so much thereof as may be necessary, in payment of said premium and interest, costs, charges, expenses and attorney's fees pursuant to this agreement.
 12. The Company, and its designated agents, shall, at any and all reasonable times, have free access to the books and records of the Indemnitors. Indemnitors hereby authorize and request banks, materialmen or other individual, firm or corporation, including governmental entities, to furnish any information requested concerning any transaction with the undersigned, and specifically waive any confidentiality requirements whether internal or imposed by statute, regulation, etc.
 13. The Company shall have the right at any and all reasonable times to ascertain from the bank, banks, or other depository with which the Indemnitors do business, the amounts standing to the credit of the Indemnitors, and the Indemnitors indebtedness to such bank, banks, or other depository, and such bank, banks, or other depository are authorized and directed to supply the Company with such information.
 14. The Company shall have the right to fill any blanks left herein, correct any errors in the description of such bond or bonds, or in the amount of premium or premiums, it being agreed that such insertions or corrections, when so made, shall be prima facie correct.
 15. Separate suits may be brought hereunder as causes of action accrue and the bringing of suit or recovery of judgement upon any cause or action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.
 16. Nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company executing such bond or bonds might have if this instrument were not executed.
 17. In the event the Company executes or procures such bond or bonds with co-sureties, or reinsures any portion of said bond or bonds, Indemnitors agree that all of the terms and conditions of this agreement shall apply for the benefit of such co-sureties and reinsurers as their interests appear.
 18. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, and to individuals, partnerships or corporations as the circumstances require.
 19. That no change or modification of or in the terms of this agreement shall be effective unless such change or modification is in writing and signed by the President, a Vice President, a Secretary, or an Assistant Secretary of the Company.
 20. Indemnitors waive all right or claim to property including homestead, as exempt from levy, execution, sale or legal process under the law of any State(s) including any specific law or statute limiting the liability of the undersigned.
 21. The Indemnitors agree that this Application shall be deemed to have been made in the State of Incorporation of the Company and that the Company's acceptance thereof and performance of the Company's obligations in respect thereof shall be deemed to have taken place in the said State of Incorporation. The Company shall be entitled to enforce the Indemnity Agreement herein contained by an action, arbitration or proceeding brought in the said State of Incorporation or in the State where Company's principal office is located, and the Applicant/Indemnitor agrees that, in any such action, arbitration or proceeding he will be subject to the jurisdiction of any court of competent jurisdiction in the said State of Incorporation and in the State where the Company's principal office is located, and service of process may be made on the Applicant/Indemnitor in any manner then permitted under applicable law, and that venue shall be proper and convenient in the County in which the Company's principal office may be located. Interpretation and enforcement of the said Indemnity Agreement at the Company's option shall be governed by laws of the said State of Incorporation (excluding conflict of laws principles).

PLEASE BE SURE application is dated, witnessed or attested, signed and notarized in full.

This Agreement shall be effective this _____ day of _____, _____.

APPLICANT

(SEAL)

Witness or Attest:

By _____
(Officer's Name and Title if a Corporation)

NOTARY ACKNOWLEDGMENT of Applicant's Signature.

State of _____ }
County of _____ } SS

Subscribed and sworn to before me _____ day of _____, _____, _____ (SEAL)
NOTARY PUBLIC

INDEMNITY

In consideration of the aforesaid Company executing the bond or instrument herein applied for, the undersigned join or joins in the foregoing indemnity agreement, and agree or agrees to be jointly and severally bound thereunder, and by all of the terms, covenants, and conditions thereof; the undersigned admits and declares that it has a material, substantial, and financial interest in the performance of the obligation which the bond or instrument applied for is given to secure, or in execution of the bond or instrument applied for, and asserts that if a corporation or a partnership is fully empowered to obligate itself hereby.

INDEMNITORS:

WITNESS: _____

Signature (SEAL)

Address

WITNESS: _____

Signature (SEAL)

Address

WITNESS: _____

Signature (SEAL)

Address

NOTARY ACKNOWLEDGMENT of Indemnitors' Signatures.

State of _____ }
County of _____ } SS

Subscribed and sworn to before me _____ day of _____, _____, _____ (SEAL)
NOTARY PUBLIC

WITNESS AND NOTARIZATION MUST BE COMPLETED FOR INDEMNITORS' SIGNATURES

ALABAMA: "Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof."

ARKANSAS: "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."

COLORADO: "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."

DISTRICT OF COLUMBIA: "WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant."

FLORIDA: "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 of the third degree."

HAWAII: "For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both."

KENTUCKY: "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."

LOUISIANA: "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."

MAINE: "It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits."

MARYLAND: "Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison".

NEW JERSEY: "Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties."

NEW MEXICO: "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."

NEW YORK: "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."

OHIO: "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."

OKLAHOMA: "WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony."

PENNSYLVANIA: "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."

RHODE ISLAND: "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."

TENNESSEE: "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."

VIRGINIA: "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."

WASHINGTON: "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."

WEST VIRGINIA: "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."