

**Easy Binding Instructions for:**

## **Employment Agency Bond**

*Penalty Amount \$10,000*

*2 year term*

- 
1. Please complete attached application and **sign as indemnitor**.
  2. Return the signed application along with a **Check or Credit Card Authorization for \$250.00**

**Made to the order of:**  
**Bernard Fleischer & Sons, Inc.**  
29 Broadway Suite 1511  
New York, NY 10006-3201

Once we receive completed application and check, we will issue the bond.

If you want the original bond mailed overnight please include **\$30.00**

Bonds are not binding until approved by the company.

***Thank you for choosing Bernard Fleischer & Sons, Inc. for your all your bonding needs.***

Jose Ward

Extension 110

**Bernard Fleischer & Sons**  
29 Broadway Suite 1511 New York, NY 10006-3201

**Toll Free: (800) 921 1008 • NY: (212) 566 1881 • Fax: (212) 566 1615**

<http://www.bfbond.com> email: [bonds@bfbond.com](mailto:bonds@bfbond.com)

Bond No. \_\_\_\_\_

**COMMERCIAL BOND APPLICATION**

Applicant (Exactly as it will appear on bond)		Social Security #	Married <input type="checkbox"/> Single <input type="checkbox"/>
Home Address			
Business Address		Phone	Email
Type of Business or Individual's Occupation	Type of Organization <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC	How long in business?	
Name & Address of Owner or Co-Applicant or Indemnitor		% of Ownership	Social Security #
Type of Bond	Amount of Bond \$	Effective Date	
Obligee Name & Address			
Previous Surety <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, give name and reason for change.		Other Surety Bonds in force? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide name of Surety:	

**INDEMNITY AGREEMENT**

This Agreement entered into by and between the undersigned applicant or applicants and/or indemnitors, hereinafter called the undersigned, and Merchants Bonding Company (Mutual), of Des Moines, Iowa, hereinafter called the Company, witnesseth:

The undersigned hereby authorizes the \_\_\_\_\_ Bank of \_\_\_\_\_ to give MERCHANTS BONDING COMPANY (Mutual), hereafter called Company full information upon its request, showing the balance of the undersigned's account at this date, the undersigned certifies that the foregoing statements and declarations are true and, in consideration of the Company executing as surety the herein bond applied for, does hereby promise and agree to pay an annual premium to the Company until such time as the undersigned shall furnish the Company with evidence satisfactory to it of the complete termination of its liability on said bond.

The undersigned further agrees to indemnify and save harmless the said Company, in connection with any bond executed on behalf of the person or entity named as applicant, for, from and against any and all losses, costs, damages and expenses of any nature whatsoever, including counsel fees and expenses, and reimburse said Company for loss adjusting expenses and compensation at the rate of \$100.00 per day for officers and \$50.00 per day for all other personnel, which may accrue to the said Company by reason of the said Company having become surety on said bonds.

The undersigned hereby further agrees that the vouchers or other evidence of payments made by the said Company under its obligation of suretyship shall be conclusive evidence against the undersigned of the fact and extent of the undersigned's liability to the said Company under said obligation of the undersigned, whether said payments were made to discharge a penalty thereunder, incurred in the investigation of a claim made thereon or adjusting a loss or claim in connection therewith, or in completing the work covered thereby, and whether voluntarily made or paid after suit and judgment against said Company.

If the Company shall set up a reserve to cover any claim, suit or judgment under any such bonds, the undersigned 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 bonds, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other bonds coming within the scope of this Agreement.

This Agreement shall constitute a Security Agreement to the Company 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. This Agreement shall, if recorded, constitute a consensual lien upon any and all real estate owned by the undersigned at the time of such recording. However, the filing or recording of this Agreement shall be solely at the option of the Company, and the failure to do so shall not release or impair any of the obligations of the undersigned under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of the rights of the Company under this Agreement or otherwise. The use of this Agreement as a Security Agreement, Financing Statement or consensual lien shall in no way abrogate, restrict or limit the rights of the Company under this Agreement or at law or in equity. The undersigned waive all right to claim any property, including homestead, as exempt from levy, execution, sale or other legal process.

It is further agreed that the terms and conditions of this application shall also apply to increases and/or decreases in the amount of any and all bonds, and shall also apply to all renewals whether the bond is continuous, renewed by Continuation Certificate or by the filing of a new bond.

The Company shall have the right, and is hereby authorized, but not required to fill up any blanks left herein, and to correct any errors in the description of any of said bonds, or in said premium or premiums, or in any name or names, it being agreed that such insertion or corrections, when so made, shall be prima facie correct. This application shall be liberally construed so as to fully protect and indemnify the Company, its successors, assigns and reinsurers. The undersigned appoints any officer of the Company as the attorney-in-fact of the undersigned with full right to execute on behalf of the undersigned any document necessary to carry into effect the intent and purposes of this Agreement.

Disclosure to Applicant given pursuant to the Fair Credit Reporting Act. You are hereby notified that an investigative consumer report including information as to your character, general reputation, personal characteristics and mode of living MAY be obtained by the Company. You may request in writing from the Company disclosure of the nature and scope of such report if obtained. (This applies to an individual person only.) I acknowledge I have read the preceding Disclosure.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_  
(Sign Application Twice - as Applicant and as Indemnitor)

Witness

Applicant's Signature

In consideration of the MERCHANTS BONDING COMPANY (Mutual) executing the bond herein applied for, I (we) jointly and severally join in the above indemnity agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Indemnitor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Indemnitor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Indemnitor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Indemnitor

We have examples showing five ways to sign an application.

**1. Individual or Sole Proprietorship.**

Signed this 22<sup>nd</sup> day of January, 2002

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X \_\_\_\_\_

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

The individual or sole owner and spouse should sign at the bottom of the application, writing the word "Indemnitor" in their own handwriting after each of their names.

**2. Partnership.**

Signed this 22<sup>nd</sup> day of January, 2002

1. X John Doe, Indemnitor

2. X James Doe, Indemnitor

3. X Jane Doe, Indemnitor

\_\_\_\_\_

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

Each partner and his or her spouse should sign at the bottom of the application, writing the word "Indemnitor" after each of their names.

**3. Corporation.**

Signed this 22<sup>nd</sup> day of January, 2002

1. X DOE CORPORATION, INC

2. X John Doe, President

3. X John Doe, Indemnitor

\_\_\_\_\_

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An officer should first sign on behalf of the corporation (indicating his/her corporate title) and then sign a second time, writing only the word "Indemnitor" after his/her second signature. Any other owners should also sign, writing only the word "Indemnitor" after their names. In most cases, the owners' spouses also need to sign.

\* In most cases, the owners' spouses may also need to sign.

**4. Limited Liability Company or Partnership.**

Signed this 22<sup>nd</sup> day of January, 2002

1. X John Doe, Manager

2. X John Doe, Indemnitor

3. X James Doe, Indemnitor

\_\_\_\_\_

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title) and then sign a second time as a personal indemnitor, writing only the word "Indemnitor" after his/her second signature. All other members/owners/partners should also sign as personal indemnitors, writing only the word "Indemnitor" after their names. In most cases the members'/owners'/partners' spouses also need to sign.

\* In most cases, the members'/owners'/partners' spouses may also need to sign.

**5. Outside Indemnity (Relatives, Friends).**

Signed this 22<sup>nd</sup> day of January, 2002

1. X John Doe, Indemnitor

2. X Jane Doe, Indemnitor

3. X John Henry, Indemnitor

\_\_\_\_\_

\_\_\_\_\_

NOTE: Personal indemnitors should sign their names and add the word "indemnitor" in their own handwriting, e.g. John Doe, Indemnitor

When outside indemnity is required, the proposed indemnitors should sign at the bottom of the application below the applicants' signatures and write the word "Indemnitor" after each of their names.

**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.**

# **Bernard Fleischer & Sons**

**29 Broadway Suite 1511  
New York, NY 10006-3201  
Tel: (212) 566-1881  
Fax: (212) 566-1615**

## **Credit Card Authorization Payment Form**

**Charge my credit card for the full payment amount \$ \_\_\_\_\_**  
**Plus a processing fee.**

Check here if you want Bond sent overnight, addition fee of **\$30.00**

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_  
  **Visa/MasterCard/Amex/Discover**

Cardholder name \_\_\_\_\_

Signature \_\_\_\_\_

Billing address/Zip \_\_\_\_\_

Date signed \_\_\_\_\_

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown and agrees to perform the obligations set forth in the cardholder's agreement with the issuer. By signing this form I understand and agree that coverage cannot be flat cancelled once my credit card has been charged. All credit card charges are processed through Bernard Fleischer & Sons and my credit card statement will show Bernard Fleischer & Sons as the vendor. **There is a \$15.00 or 5% processing fee, whichever is greater.**