



SUBDIVISION/PLAT SHORTFORM APPLICATION

INSTRUCTIONS

Application for small plat, minor subdivision or ancillary subdivision / plat bonds.

For Bonds

up to \$300,000:

Submit completed application and signed indemnity agreement with:

- Subdivision Agreement, Conditions, Planned Construction Statement or other Contract for which bond is required

- Financial Statement for Principal/Entity Personal Financial Statements of Owners

- Engineers Estimate or Cost Analysis for Bonded Work

- Original Bond Forms

- Site Plan/Subdivision Map

For Bonds

\$300,001 up to \$600,000

Submit above items PLUS:

- Operating Agreement for named Developer

- Evidence of ownership of subject property (deed or equivalent)

- Evidence of 100% financing/funding for the cost of improvements covered by the bond

- Past Experience details / resumes for owners

- Full Indemnity Agreement signed

Contact Branch

Underwriter for bonds that singly or in the aggregate exceed \$600,000

| PRINCIPAL INFORMATION | | | | | | | | | | |
|---|-----------------|-------------------------|----------------------|-------|---------------------------------|---|-----|-----------------|--|-----------|
| Name (Must be exactly as it is to appear on bond) | | | | | | Please Specify | | | | |
| | | | | | | <input type="checkbox"/> "S" Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> General Partnership <input type="checkbox"/> Trust | | | | |
| Business Street Address | | City | | State | | Zip | | Telephone | | |
| Date Started | | | Tax Identification # | | | Primary Business | | | | |
| OWNERS | | | | | | | | | | |
| If there are more than two owners, or an owner is a Trust, ask us for an additional signature page to add to this application | | | | | | | | | | |
| Owner 1 Name: | | | | | | Date of Birth: | | | | |
| SSN: | | Owner %: | Drivers License No | | State | Telephone | | | | |
| Spouse 1 Name: | | | | | | Date of Birth: | | | | |
| SSN: | | Owner %: | Drivers License No | | State | Telephone | | | | |
| Personal Address: | | | | City: | | State: | | Zip: | | |
| Prior Bankruptcy(s)? | | If Yes, please explain, | | | | | | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | |
| Owner 2 Name: | | | | | | Date of Birth: | | | | |
| SSN: | | Owner %: | Drivers License No | | State | Telephone | | | | |
| Spouse 2 Name: | | | | | | Date of Birth: | | | | |
| SSN: | | Owner %: | Drivers License No | | State | Telephone | | | | |
| Personal Address: | | | | City: | | State: | | Zip: | | |
| Prior Bankruptcy(s)? | | If Yes, please explain, | | | | | | | | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | |
| PROJECT | | | | | | | | | | |
| Project Description (Tract/Plat #, Project Name and Location) | | | | | | | | | | |
| Legal Titleholder of Development Property | | | | | | | | | | |
| Type of Development | | | # of Units | | Approximate Acreage | | | Completed Value | | |
| Construction Lender | | | | | | Name of Loan Officer | | | | |
| Address of Lender | | | | | | Telephone | | | | |
| Prime Contractor | | | | | | Telephone | | | | |
| Contractors Address | | | City | | State | | Zip | | Will Contractor provide bond(s)? | |
| | | | | | | | | | Yes <input type="checkbox"/> No <input type="checkbox"/> | |
| Work Commencement Date | | | Current Completion % | | | Anticipated Completion Date | | | | |
| BOND | | | | | | | | | | |
| BONDS REQUIRED | Type | Amount | | | Obligee (Agency Requiring Bond) | | | | | |
| | Type | Amount | | | Obligee | | | | | |
| | Type | Amount | | | Obligee | | | | | |
| ATTACH FORMS | Obligee Address | | | City | | State | | Zip | | Telephone |
| | Comments | | | | | | | | | |
| | | | | | | | | | | |

STATE FRAUD WARNINGS

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. ALABAMA CODE SECTION 27-12A-20 SUBSECTION A.

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. SECTION 23-66-503(A) OF THE ARKANSAS INSURANCE CODE.

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. SECTION 1-01-127(I) COLORADO REVISED STATUTES.

DISTRICT OF COLUMBIA

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. DISTRICT OF COLUMBIA CODES, SECTIONS 22-3825.1 TO 22-3825.10.

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. CHAPTER 817.234 OF FLORIDA STATUTES.

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 ACT, WHICH IS A CRIME. KENTUCKY STATUTES, KRS 304.47-030.

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 INCLUDE IMPRISONMENT, FINES, AND DENIAL OF INSURANCE BENEFITS. MAINE INSURANCE CODE 24-A M.R.S.A. 2186(3).

MARYLAND

ANY PERSON WHO KNOWINGLY AND WILLFULLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR WHO KNOWINGLY AND WILLFULLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 27-805(b)(1) OF THE ANNOTATED CODE OF MARYLAND.

MINNESOTA

A PERSON WHO SUBMITS AN APPLICATION OR FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD AGAINST AN INSURER IS GUILTY OF A CRIME. SECTION 60A.955 OF THE MINNESOTA STATUTES.

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. SECTION 17:33A-6(c) OF THE NEW JERSEY STATUTES.

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. SECTION 59A-16C-8 NEW MEXICO STATUTES.

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. NEW YORK INSURANCE LAW, SECTION 403(d).

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

OKLAHOMA

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. OKLAHOMA STATUTES 36 O.S. 3613.1 O.R. 365: 15-1-10(c).

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 PENALTIES. 18 PA C.S.A SECTION 4117.

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. TENNESSEE CODE ANNOTATED SECTION 56-53-111(b).

TEXAS

ANY PERSON, WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON. TEXAS INSURANCE CODE SECTION 704.002.

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. VIRGINIA STATUTES 52-40.

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. WASHINGTON RCW 48.135.080.

INDEMNITY AGREEMENT – READ CAREFULLY

This Indemnity Agreement (“Agreement”) is made as of the Effective Date set forth above by Indemnitors for the purpose of indemnifying Surety in connection with the Bond(s) described herein. Indemnitors, jointly and severally, agree as follows:

The undersigned hereby declares the truth of the representations herein, and that they are made to induce Developers Surety and Indemnity Company, (hereinafter called Surety) to issue the Bond(s) applied for. The Undersigned hereby further agrees that the Surety 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 increase or extension of time of the said Bond(s), the Undersigned hereby agrees:

(1) To hereby authorize the Surety to make any pertinent inquiries as may be necessary from financial institutions, persons, credit vendors, firms and corporations in order to confirm and verify information referred to or listed herein;

(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) and will indemnify and save the Surety harmless from all demands, losses, costs, damages and expenses, including attorney’s and counsel fees deemed necessary by the Surety, which Surety may sustain or incur by reason of the issuance of such Bond(s), or obtaining a release of or evidence of termination under such Bond(s);

(5) That the Surety shall have the exclusive right to adjust, settle or compromise any claim under such Bond(s) 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 the voucher or other evidence showing payment made by the Surety in good faith by reason of such Bond(s) or any renewal, extension or substitution thereof shall be conclusive and in any event prima facie evidence of such payment and the propriety thereof and of the liability of the Undersigned therefore to the Surety;

(7) The Undersigned further agrees to reimburse the Surety for all expenses, counsel and attorney fees incurred by the Surety; in enforcing any provision of this agreement; and to deposit money as requested by surety to cover any claim or expense;

(8) 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.

(9) 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).

EACH INDEMNITOR WHOSE SIGNATURE IS PLACED BELOW REPRESENTS TO THE SURETY THAT THEY HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND THAT THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY REDUCE OR MODIFY THE OBLIGATIONS SET FORTH HEREIN.

SEE FRAUD WARNING ON PAGE 2

Signed this _____ day of _____, _____ - Principal/Company Name (Print) _____
Print Authorized Signatory’s Name and Title here: _____ Signature X _____

| | |
|--|--|
| Indemnitor (Business): Company Name: _____ Authorized Signature: _____ Printed Name: _____ | Indemnitor (Business): Company Name: _____ Authorized Signature: _____ Printed Name: _____ |
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| Indemnitor (Business): Company Name: _____ Authorized Signature: _____ Printed Name: _____ | Indemnitor (Business): Company Name: _____ Authorized Signature: _____ Printed Name: _____ |
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Indemnitor (Business):

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