



Lic # OL01154

### COSIGNER APPLICATION

**IMPORTANT:** This is an application for a bond. A bond is a credit relationship. A bond is not an insurance policy. You, officers, directors, principals and other Indemnitors under Bond will severally and jointly be liable for payment to the Surety of any defaults under the bond. Credit checks are made on all Indemnitors. By providing the following information, you consent to Surety and agencies authorized by Surety to order a credit report to be used in connection with the underwriting of a surety bond(s).

Name of Cosigner		Legal marital status <input type="checkbox"/> Single <input type="checkbox"/> Married	
Residential Street Address (Physical Address)			<input type="checkbox"/> Own <input type="checkbox"/> Rent
City, State of Residence	Zip Code of Residence	County of Residence	
Have you ever filed bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Social Security Number of Cosigner	Personal Net Worth of Cosigner
Do you have any unpaid civil judgements?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you have any unpaid tax liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Cosigner's Spouse		Social Security Number of Cosigner's Spouse	

Cosigner(s) agree to pay the debts incurred on the surety bond(s) issued by The Surety Company identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person and/or business opening the account is able to pay. You should know the Limit of Liability listed below does not include court costs or attorney's fees, or other costs or charges that may be stated in the agreement. You will also have to pay some or all of these charges if the agreement for the surety credit account, payment of which you are guaranteeing, requires the bond principal to indemnify such costs and charges. If any debt incurred on the surety account is ever in default, that fact may become a part of your credit record. This notice is not the agreement, or other writing that obligates you to pay. Read that writing for the exact terms of your obligations and of your rights to limit or end your obligations.

Principal on the Bond	Type(s) of Surety Bond Limit of	Limit of Liability on the Bond(s)
<b>I have retained a completed copy of this application and a specimen copy of the indemnity agreement that will obligate me or the Principal on the bond.</b>		
Signature of Cosigner		Date
Signature of Cosigner's Spouse		Date



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## COSIGNER INDEMNITY AGREEMENT

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 fines, imprisonment and denial of benefits.

### INDEMNITY AGREEMENT

The undersigned Cosigner Indemnitor(s), all hereinafter called the Undersigned, hereby certify that the foregoing declarations made and answers given, are the truthful, accurate and complete in all respects without reservation, and are made for the purpose of inducing The Surety Company hereinafter called Surety, its successors and assigns, to become Surety on a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used). In consideration of the Surety executing said bond or undertaking, the Undersigned agree as follows:

- (a) To pay the Surety all premiums due and annually in advance of each renewal thereafter, until the Undersigned shall serve upon the Surety, at its said office, competent written legal evidence, satisfactory to the Surety, of it being fully discharged from such bond or undertaking.
- (b) That the Undersigned hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms, and corporations in order to confirm and verify information referred to or listed on this application.
- (c) The Undersigned will at all times indemnify, and keep indemnified, the Surety, and hold and save it harmless from and against any and all loss, costs, damages, charges and expenses of whatsoever kind or nature, including expenses, collection fees and attorneys' fees, which it may, at any time, sustain or incur by reason or in consequence of furnishing any bond or undertaking or enforcing this Agreement.
- (d) The Undersigned will deposit with the Surety on demand an amount deemed sufficient by the Surety to discharge any claim made against the Surety on this bond or undertaking. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss or cost on this bond or undertaking.

Confession of Judgment. Without limiting the generality of any other provision of this agreement, the Undersigned hereby jointly, severally and irrevocably authorize and empower any attorney of record, or prothonotary or clerk of any court in any jurisdiction to appear for any or all of them at any time or times in any court with respect to any sums due under this agreement, with or without declaration filed as of any term, to waive the issuing and service process and to confess or enter judgment against any or all of them for all such sums payable under this agreement as evidenced by an affidavit signed by an authorized representative of surety setting forth such amount due, plus reasonable attorney's fees, cost of suit and interest, with release of all procedural errors and without right of appeal or stay of execution. If a copy of this agreement, verified by affidavit, shall be filed, it shall not be necessary to file the original as a warrant or attorney. The undersigned jointly and severally waive the right to any stay of execution and the benefit of any and all exemptions to which they may now or may hereafter be entitled under law. No single exercise of the foregoing warrant and power to bring an action or confess judgment shall be deemed to exhaust the power but the power shall continue undiminished and may be exercised from time to time as often as surety shall elect, whether before or after demand is made, until all sums payable to surety under this agreement have been paid in full.

The undersigned waive notice from the Surety of any claim or demand made against the Surety or the bond principal under any bond or undertaking executed pursuant to this Agreement.

Regardless of the date of signature(s), this indemnity agreement is effective as of the date of execution of aforementioned bond(s) or undertakings(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

Witness	Cosigner Indemnitor
By _____	By _____

Witness	Social Security Number _____
By _____	Cosigner Indemnitor
	By _____
	Social Security Number _____

### NOTARIAL ACKNOWLEDGMENT OF COSIGNER(S)

State of \_\_\_\_\_ )

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

On \_\_\_\_\_ before me \_\_\_\_\_, personally appeared

\_\_\_\_\_ personally known to me (or 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 his/her/their signature(s) on the instrument the person(s), or the equity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal. Signature of Notary \_\_\_\_\_ SEAL