

# The Detailed

For Commercial Surety Bonds over \$50,000 or not covered under "The RapidTrack"

## 1. Broker

Name Peter A. Campbell BFL CANADA Contact for this file 902-401-3787 pcampbell@bflcanada.ca

How long have you known the applicant? \_\_\_\_\_ I recommend issuing the bond. Signature \_\_\_\_\_

## 2. Applicant (Must sign on back.)

Legal name of applicant \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Business address \_\_\_\_\_

Description of applicant's business \_\_\_\_\_

Length of time in current business \_\_\_\_\_ Date of financial year end \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YY

Has the applicant or any of the shareholders or partners:

- ever declared bankruptcy or had to make arrangements with creditors? Yes  No  If yes, provide details \_\_\_\_\_
- ever been named in a lawsuit? Yes  No  If yes, provide details \_\_\_\_\_
- hold shares in other companies? Yes  No  If yes, provide details \_\_\_\_\_

## 3. Surety bond

Type of bond applied for \_\_\_\_\_ Amount \$ \_\_\_\_\_

Have you ever applied for this type of bond? Yes  No  If yes, was it declined?  or approved?  Expiry date \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YY

If it was declined, what was the reason? \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
MM DD YY

Name of Surety company to which application was made \_\_\_\_\_

If this is a transfer, what is the reason? \_\_\_\_\_

**If Automobile Dealer bond:** Approximate value per vehicle \$ Not Applicable Approximate number of units sold per year: \_\_\_\_\_

- Do you own  or rent  the garage? How long have you been doing business at the same place? \_\_\_\_\_
- Do you coordinate accommodation sales between individuals? Yes  No  If yes, how many times a year? \_\_\_\_\_
- Do you export vehicles? Yes  No  If yes, % of total sales? Not Applicable

**If Canada Customs bond:** Activity performed in all offices  Other  Not Applicable

■ Address of warehouse \_\_\_\_\_

■ Legislative authority \_\_\_\_\_ Activity to be secured \_\_\_\_\_

**If Excise Tax bond:** Office \_\_\_\_\_ Activity to be secured \_\_\_\_\_

**If Lost Document bond,** attach copies of all documents you received from the Transfer Agent or the Trust Company including a Transfer Agent's letter and a notarized affidavit.

## 4. Bank reference

Name of institution \_\_\_\_\_ Since when? \_\_\_\_\_

Address \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Contact for your account \_\_\_\_\_

## 5. Shareholders or partners (Must sign on back.)

Name	Address	Date of Birth	Shareholding Interest (%)
_____	_____	____/____/____ MM DD YY	_____
_____	_____	____/____/____ MM DD YY	_____

## 6. Previous occupations

From	To	Name of individual	Employer	Position	Reason for leaving
YEAR	YEAR	_____	_____	_____	_____
YEAR	YEAR	_____	_____	_____	_____

## 7. Documents

- Attach applicant's latest annual financial statements. For new business, if no such statements or opening balance sheet have been prepared, complete The Statement form as of today.
- Attach recent personal balance sheet for each indemnitor. (Complete The Statement form.)
- Attach latest annual financial statements of holding or affiliated companies, if any.
- Attach recent municipal property assessment for real estate owned by applicant and indemnitors.
- If Applicant is a Corporation the personal indemnity of the principal shareholders are required on back.
- Bonds and insurance policies with Intact Insurance Company (Policy No.)

See Our Rates for details.

Intact Insurance Company	TELEPHONE	FAX
ALL DIVISIONS - TOLL FREE		1 855 773 5849
halifax.surety@intact.net	1 877 751 5515	902 422 5111
ottawa.surety@intact.net	1 800 267 1836	613 741 9250
toronto.surety@intact.net	1 877 341 1464	416 941 1015



## INDEMNITY AGREEMENT in favour of Intact Insurance Company

The Applicant has applied to Intact Insurance Company, including its successors, assigns, Co-Surety, Fronting Company and Reinsurer, (collectively the "Surety") and requested the Surety issue the "Bond" (including the bond herein applied for and every continuation, renewal, modification substitution, extension, replacement or new bond). In consideration of the issuance of the Bond, each of the Applicant and Additional Indemnitors identified below (collectively the "Undersigneds") hereby represent, covenant and agree as follows:

1. That all of the statements on this Application are complete and true;
2. To fully observe and perform all of the terms, conditions and obligations of the Bond;
3. To pay to the Surety, in advance, in each and every year until the Surety is fully discharged under the Bond, the annual or additional premium amount calculated by the Surety for the Bond;
4. To indemnify the Surety in full against any and all loss, damages, claims, suits, costs (including all legal and adjusting costs incurred by the Surety) and expenses whatsoever which the Surety may suffer, sustain or incur by reason of executing or procuring the Bond, or making any investigation on account of the Bond, or defending, prosecuting or settling any claim, suit or other proceeding which may be brought or threatened by or against the Surety or any of the Undersigneds in any way related to the Bond.
5. That the Surety shall have the right, in its sole discretion, to pay, settle or contest any claim under the Bond without any obligation to consult or advise the Applicant in advance of so doing.
6. To place the Surety in funds in any amount equal to any claim received against the Bond before the Surety is required to set up a reserve or to make any payment related to any claim against the Bond.
7. That the Undersigneds shall forthwith reimburse the Surety any and all amounts which the Surety pays in connection with the Bond upon written demand by the Surety and the cancelled cheques related to such payments by the Surety shall be conclusive evidence of the amount paid by the Surety, the Surety's right to make such payment, the Surety's right to be reimbursed by the Undersigneds and the Undersigneds obligation to indemnify and reimburse the Surety for such amount.
8. That the Surety shall have the right to cancel said Bond whenever it shall see fit without giving any reason, and is hereby released from any damages that may be sustained by the Undersigneds by reason of such action.
9. This Application and Indemnity Agreement shall be liberally construed so as to fully protect and indemnify the Surety.
10. That the above agreements shall bind the Undersigneds and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall enure to the benefit of the Surety.
11. The Undersigneds hereby authorize their bank to release credit information to the Surety.
12. Each of the Undersigned hereby consents to the Surety conducting and/or causing to be conducted a personal investigation about any of the Undersigneds in connection with this application or the Bond that may be issued including obtaining a consumer report and or credit report containing information about any of the Undersigneds.

I may have provided personal information in this document and by other means and I may in future provide further personal information. Some of this personal information may include, but is not limited to, my credit information and claims history. I authorize my broker or the Surety to collect, use and disclose any of this personal information, subject to the law and to my broker's or Surety's policy regarding personal information, for the purposes of communicating with me, assessing my application for surety and underwriting my bonds, renewals, changes of coverage, evaluating claims, detecting and preventing fraud, and analyzing business results. I confirm that all individuals whose personal information is contained in this document have authorized that I agree to the above on their behalf.

**Please Insert Date**      Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

<b>Applicant Sign</b>	
Witness signature _____	Applicant signature _____
Name _____	Name _____
Address _____	If a corporation – I have authority to bind the corporation
<b>AFFIX SEAL</b>	

In consideration of the Surety executing or procuring the execution of the Bond herein applied for, the Undersigneds agree to be bound, jointly and severally with the Applicant to the Surety in accordance with the terms and conditions of the foregoing application and indemnity agreement in all respects as if the Undersigned had executed the same as Applicant. The Undersigneds warrant that they have sufficient interest in the performance of the obligation which the Bond applied for may be given to secure, and assert that the Undersigned are fully empowered to be obligated by this Application and Indemnity Agreement.

<b>If Additional Indemnitors</b>	
Witness signature _____	Indemnitor signature _____
Name _____	Name _____
Address _____	If a corporation – I have authority to bind the corporation
<b>AFFIX SEAL</b>	

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