

Lexington National Insurance Corporation

RAPID EXPRESS APPLICATION

For Single Bonds Less than \$500,000 or Aggregate to \$500,000

Company/Contractor Information

Type of Business	<input type="checkbox"/> Partnership	<input type="checkbox"/> S-Corp.	<input type="checkbox"/> C-Corp.	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> LLC	<input type="checkbox"/> LLP
Company Name	EIN			Phone		
Company Address	City			State	Zip	
Date Business Started	Business Net Worth			Value of Owned Equip.		
Current Bank Line Amount	Bank Line Amount Currently Available					
Do owners have interests in other construction business?	<input type="checkbox"/> Y	<input type="checkbox"/> N	Have you ever failed to complete a project for any reason?			<input type="checkbox"/> Y <input type="checkbox"/> N
Are you in litigation for any current or previous work?	<input type="checkbox"/> Y	<input type="checkbox"/> N	Do you have any unfinished bonded work?			<input type="checkbox"/> Y <input type="checkbox"/> N
<i>Attach an explanation for each answer to which you responded "YES"</i>						

Owner/Indemnitor Information

Owner 1				Owner 2			
Name				Name			
Title				Title			
Address				Address			
City/State/Zip				City/State/Zip			
SSN	DOB			SSN	DOB		
Owner's Current Total Income				Owner's Current Total Income			
Total Years of Construction management Experience				Total Years of Construction Management Experience			
% of Business Ownership	Married	<input type="checkbox"/> Y	<input type="checkbox"/> N	% of Business Ownership	Married	<input type="checkbox"/> Y	<input type="checkbox"/> N
Spouse Name				Spouse Name			
SSN	DOB			SSN	DOB		
Spouse Current Total Income				Spouse Current Total Income			
Combined Net Worth				Combined Net Worth			
Applicants acknowledge that this application is a request for Surety Credit and each of the undersigned gives his/her permission for the Surety to order and use Personal Credit Reports in the determination of the amount of credit to extend, if any. The applicant(s) under penalty of law further certify that all information provided in this application is true and accurate.							
MARYLAND STATE FRAUD WARNING							
ANY PERSON WHO KNOWINGLY AND 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 CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON. SECTION 27-805(b) OF THE ANNOTATED CODE OF MARYLAND.							
Owner/Spouse	Name(s)	Date	Signature(s)	Owner/Spouse	Name(s)	Date	Signature(s)

Contract Information

Anticipated Start Date	Time for Completion	Maintenance Period
Obligee (Name of person/entity requesting the contractor obtain a bond)		
Obligee Address	City	State Zip
Estimated Bid Price/Contract Price	Bid Date	
Job Legal Description		
Job Physical Address	City	State Zip

Bond Request Information

<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Performance and Payment Bond
Bid Date	<input type="checkbox"/> Subcontractor Performance and Payment Bond
Estimated total amount of bid	<input type="checkbox"/> Standalone Maintenance Bond
Engineer's Estimate (if applicable)	<input type="checkbox"/> Supply Bond
Bid Bond % or flat amount	Contract Price
	Contract Date (date when contract is signed)
Status of Outstanding Bid or Performance Bonds Issued by Lexington	Bid secured by <input type="checkbox"/> Check <input type="checkbox"/> Bond <input type="checkbox"/> Negotiated
Bond No.	Bid Awarded <input type="checkbox"/> Y <input type="checkbox"/> N
Bond No.	Bid Awarded <input type="checkbox"/> Y <input type="checkbox"/> N
	Next two lowest bidders \$ \$

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Principal(s) and Indemnitors (hereinafter, collectively referred to herein as "Indemnitors") for the benefit of Surety in connection with any Bond, as defined below, which may have been or may hereafter be provided for the benefit of or at the request of any one or more Indemnitors. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

I. DEFINITIONS. The following terms shall be defined as follows for purposes of this Agreement:

- A. **Bond:** Any surety bond, undertaking, or other obligation in the nature of a guaranty or suretyship, as well as alterations, amendments, extensions, substitutions, and renewals issued or procured by the Surety on, before, or after the date of this Agreement for (a) any Indemnitor or any of their respective parent companies, subsidiaries, and affiliates; (b) any joint venture, partnership, association, limited liability company, or other legal entity in which one or more of the persons and entities identified above in sub-paragraph (a) have a direct or indirect interest; or (c) at the request of any Indemnitor.
- B. **Contract:** Any contract or obligation whose performance is covered or guaranteed under a Bond.

C. **Event of Default:** Any one or more of the following: (a) any breach of the terms and conditions of this Agreement; (b) Principal's breach, abandonment or forfeiture of a Contract, regardless of whether such breach, abandonment or forfeiture is disputed by Principal; (c) any claim and/or litigation being filed against a Bond; (d) any bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver or conservator, or similar proceeding concerning the Principal or any Indemnitor, whether voluntary or involuntary; (e) The submission to the Surety or the Surety's agent by any Principal or Indemnitor of any financial information which is deemed by the Surety, at any time, to be or to have been, materially false, incomplete, or misleading; (f) Receipt of any information by the Surety or the existence of any facts relating to the financial condition of any Principal or Indemnitor which causes the Surety, in its sole and absolute discretion, to believe that such Principal or Indemnitor may be unable to perform or meet any of their obligations under this Agreement; and/or; (g) Any failure by any Principal or Indemnitor to pay or discharge, when due or as demanded by the Surety, any indebtedness of any Principal to the Surety or to any obligee, or to any subcontractor, supplier, laborer or materialman or any other claimant on any Bonded Contract or under any Bond.

D. **Loss:** Any (a) claim, demand, liability, charge, suit, fee, or expense, including but not limited to attorney (both outside and in-house) and consultant fees, incurred and/or reserved by the Surety as a result of issuing or procuring a Bond; (b) cost incurred and/or reserved by Surety in procuring or attempting to procure a release from liability under a Bond; (c) cost incurred and/or reserved in investigation or adjustment of any claim or potential claim under a Bond; (d) costs incurred and/or reserved by Surety in enforcing the Indemnitors' obligations under this Agreement; and (e) any other cost incurred and/or reserved by Surety arising from the issuance or procurement of a Bond. The term Loss shall also include any advances or loans to any Principal or Indemnitor that are not repaid to the Surety as required by the terms of such advances or loans.

E. **Principal:** The person(s) and entity(ies) whose Contract obligations the Surety is requested to guarantee by issuing or procuring a Bond. Principal includes any person or entity identified on a Bond as "Principal" or "Contractor."

F. **Surety:** Any one or more of Lexington National Insurance Corporation, and/or any of their successors, assigns, affiliates, subsidiary companies, and reinsurers. The term Surety shall also include any other person or entity which, at the request of the above, may act as surety or co-surety on any Bond.

II. INDEMNITY. The Indemnitors agree:

A. To defend, indemnify, save and hold harmless Surety from and against any and all Loss which the Surety may pay or incur in connection with any Bond.

B. To pay Surety all premium due on Bonds at the rates and times specified by the Surety. The Indemnitors specifically acknowledge and agree that the Surety's right to charge and collect premiums continues until the Surety is provided written evidence, satisfactory to the Surety that (i) its liability on such Bond has been discharged or (ii) its termination of liability has been obtained and acknowledged as a matter of law.

C. That in any claim or suit arising out of or related to any Bond or this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Indemnitor's liability under this Agreement.

D. To deposit collateral security with the Surety upon demand in an amount that Surety determines is necessary to protect it from Loss whether or not Surety has made any payment.

E. That in the Event of Default: (a) the Surety shall have the right, but not the obligation, to take possession of the work under any Contract, to complete such Contract, or cause or consent to the completion thereof, with any cost thereof being a Loss; (b) the Indemnitors hereby assign, transfer, and set over to the Surety all of their rights under the Contracts, including: (i) their right, title and interest in and to all subcontracts let in connection therewith; (ii) all machinery, plant, equipment, tools and materials upon the site of the work or elsewhere for the purposes of the Contracts, including all material ordered for the Contracts; (iii) all patents, licenses, permits and computer software used for the performance of any Contract and/or financial record keeping of the same; (iv) all actions, causes of action, claims and demands whatsoever relating to the Contracts; and (v) any and all sums due under the Contracts at the time of the Event of Default or which may thereafter become due; (c) the Indemnitors hereby authorized the Surety to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof; and (d) the Indemnitors hereby irrevocably nominate, designate and appoint the Surety and its designees as their attorney-in-fact with all the powers necessary to exercise any right granted in this Agreement, including but not limited to the power to make, endorse, execute, sign, and deliver any and all additional or other instruments, checks, drafts, deposits, ACH and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Surety in order to give full effect to the obligations assumed and the agreements made by Indemnitors hereunder, the assignments and conveyances made herein, and the full protection intended to be herein given to the Surety under all the provisions of this Agreement. The Indemnitors ratify and confirm all acts undertaken by the Surety and/or its designees as such attorney-in-fact.

F. That all payments earned on any Contract shall be held in trust as trust funds for the completion of the Contract and the payment of Indemnitors' obligations for labor, material, equipment, supplies or services furnished in the performance of the Contract. Upon an Event of Default and the Surety's request, Indemnitors shall open an account with a bank acceptable to the Surety for the deposit of such trust funds or take any actions necessary to ensure said trust funds are deposited with the Surety or a designated funds control agent.

G. That upon an Event of Default, the Principal and/or Indemnitors agree to deposit collateral with Surety in an amount and within such timeframe as determined by Surety in its sole and absolute discretion.

H. The Indemnitors grant the Surety a security interest in all property, rights, and assets of the Indemnitors, including, but not limited to, all inventory, equipment, instruments, investments, contracts rights and proceeds, insurance, accounts, and deposits ("Collateral"). This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety. Indemnitors authorize the Surety upon an Event of Default to file this Agreement or a photocopy thereof and any schedules or statements necessary to describe the Collateral covered by such filing.

III. GENERAL PROVISIONS. The Indemnitors further agrees as follows:

A. **Books and Records; Credit Reports.** Upon demand and reasonable notice, the Surety shall be provided access to the books and record of the Indemnitors which includes but is not limited to papers, books, records, contracts, reports financial information and electronically stored information for the purpose of review and copying. The Surety is authorized to obtain a credit report on any Indemnitor at any time while the Surety may be liable under any Bond or is considering the issuance of any Bond.

B. **Joint and Several Liability.** Indemnitors' obligations under this Agreement are joint and several. Surety's release of any one Indemnitor shall not release any other Indemnitor. No action or inaction of Surety with respect to anyone other than Indemnitor shall relieve the Indemnitor of any obligation owned under this Agreement. Indemnitor shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.

C. **Defects in Execution.** If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.

D. **Prior Bonds.** Indemnitors waive any defense related to the date of this Agreement's execution and acknowledge that any and all Bonds executed pursuant to any Indemnitor's request before the date of this Agreement were executed by the Surety in reliance on this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period.

E. **Claim Notices.** Immediately upon becoming aware of any claim, demand, or proceeding concerning a Bond, the Indemnitors shall send notice of same to the Surety at:

Lexington National Insurance Corporation
Attn: Claim Department
P.O. Box 6098
Lutherville, Maryland 21094

F. **Claim Settlement.** Surety shall have the right in its sole and absolute discretion to determine whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted, or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Indemnitor agrees to be conclusively bound by Surety's resolution of any and all claims and to accept Surety's determination of liability in regard to any and all claims.

G. Bond Declination. Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitor, or any person or entity, as a result of such declination.

H. Termination. An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of intent to terminate to Surety, in care of Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, Maryland, 21094. Termination will be effective twenty days (20) after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.

I. Issuing Surety. Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.

J. Electronic Image. An electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.

K. Bond Changes. The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond.

L. Other Agreements. Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any Indemnitor and the Surety but shall be in addition to such other agreement unless expressly stated otherwise herein.

M. Amendment; Assignment. This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.

N. Date of Agreement. The date of this Agreement shall be the earliest date that any Indemnitor executes this Agreement.

PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and spouses must sign as personal indemnitors. Refer to the boxes at right for examples of proper indemnity by indemnitor type. BY SIGNING THIS INDEMNITY, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OUTLINED IN THIS DOCUMENT.

(1) Dated: _____
(Month) (Day) (Year)

PRINCIPAL:
Company Name (Print): _____
(As listed on questionnaire)

Signature X _____
Printed Name: _____
Title: _____

(2)
INDEMNITORS:

Signature X _____
Printed Name: _____

Spouse Signature X _____
Spouse Printed Name: _____

Signature X _____
Printed Name: _____

Spouse Signature X _____
Spouse Printed Name: _____

Signature X _____
Printed Name: _____

Spouse Signature X _____
Spouse Printed Name: _____

Entity Type:	Proper Indemnity:
Sole Proprietor	John Doe, Owner
Partnership	Jane Doe, Partner
Corporation	John Doe, President
LLC	Jane Doe, Managing Member

Indemnitor Type:	Proper Indemnity:
Personal	John Doe, Indemnitor
Spouse	Jane Doe, Indemnitor