

## INSTRUCTIONS FOR SUBMITTAL

1. Complete the attached application.
2. Use the “Save Completed File” button on the last page to save a copy of your completed application to your computer.
3. Send completed application(s) in encrypted email to CapSpecialty at:

[wisbarbonds@capspecialty.com](mailto:wisbarbonds@capspecialty.com).

*If necessary, the completed applications can be faxed or mailed to CapSpecialty’s attention below:*

*Attn: Surety Dept. (13/31)*

*PO Box 5900*

*Madison, WI 53705-0900*

*Facsimile Number: 608-829-7413*

### Additional Notes:

- Coverage will be underwritten by the carrier and a quote offered directly to the attorney / firm. To Accept the quotes, the attorney / firm responds directly back to the carrier for the issuance of the Coverage.
- Billing: CapSpecialty will invoice the attorney / firm directly.
- Questions? Contact the CapSpecialty Primary Contact:

**Scott Donovan**

513-368-8197

[sdonovan@capspecialty.com](mailto:sdonovan@capspecialty.com)

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**JUDICIAL/COURT BOND APPLICATION\***

Date:

<b>1. AGENT/BROKER INFORMATION</b>	Agency/Broker Name:	Producer #:	Phone #:	Fax #:
<b>2. BOND INFORMATION</b>	Type of Bond:		Amount of Claim or Judgment:	Amount of Bond:
Bond to be Filed in: Court of                      County    State of:			Date of Judgment:	Docket No:
Exact Title Of Action:			Basis of action**:	
Describe property being attached or otherwise involved:			Is applicant involved in other litigation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach paper and explain.	
Principal is <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	Lawyer's Name and Address:		Name of Other Party:	

**\*\*MUST attach copy of the Complaint, or Court documents requiring the bond.**

<b>3a. BUSINESS INFORMATION</b> ⚡	Company Name (Must be exactly as it appears on bond):				Business Phone #:	
Company Address:	City:	State:	Zip Code:	Annual Business Income: \$	Other Business Income: \$	
Nature of Business:	<input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC		Date Formed Corp. or LLC:	# of Owners, Partners or Members:	How Long in Business?	
<b>3b. PERSONAL INFORMATION</b>	Individual's Name:			Social Security #:	Date of Birth:	
Occupation:	Employer and Business Address:			Business Phone:		
Spouse's/Domestic Partner's Name:				Social Security #:	Date of Birth:	
Residence Address:	City:	State:	Zip Code:	Estimated Personal Net Worth: \$		

 ⚡ If **CORPORATION**, complete 3a and 3b. If **INDIVIDUAL**, complete 3b only.

➤ Business and/or Personal financial statements must be provided.

\*All information furnished on this application will be utilized and relied upon in the issuance of any bonds on or after the date above.

## **GENERAL INDEMNITY AGREEMENT**

Applicant and Indemnitors, hereinafter collectively referred to as "the Indemnitors" or "Indemnitors", request that Capitol Indemnity Corporation and/or Platte River Insurance Company, hereinafter referred to as "CIC and/or PR", execute a bond and consider executing future bonds for the above named company and/or individual (Applicant). Indemnitors authorize CIC and/or PR or its agents to investigate their credit and Applicant's credit, now and at any time in the future, with any creditor, supplier, customer, financial institution, or other person or entity. The Indemnitors make the following promises so that CIC and/or PR will execute a Bond and consider executing future bonds:

**1.** The Indemnitors agree that the following definitions apply: (a) Bond means (i.) any surety bond, undertaking, or other express or implied obligation of guaranty or suretyship, signed or committed to by CIC and/or PR at the request of Applicant, or any of the Indemnitors (regardless of what business entity is named on the Bond), on, before, or after the date of the agreement pursuant to which CIC and/or PR is or may be made liable for loss, whether or not Applicant is also liable, and (ii.) all riders, endorsements, continuations, renewals, substitutions, modifications, extensions, replacements and reinstatements thereto; and changes in the penal sum thereto; and (b) Loss means any payment or expense either incurred or anticipated by CIC and/or PR in connection with any Bond or this agreement, including: payment of bond proceeds or any other expense in connection with claims, potential claims, or demands; claim fees, penalties; interest; court costs; collection agency fees; costs related to taking, protecting, administering, realizing upon, or releasing collateral; and attorney's fees (including but not limited to those incurred in defense of bond claims or pursuing any rights of indemnification or subrogation and in obtaining and enforcing any judgment arising from those rights). **2.** Indemnitors, individually, and jointly and severally with Applicant and all other Indemnitors, agree to hold CIC and/or PR harmless from all Loss and to pay back or reimburse CIC and/or PR for all Loss. **3.** Indemnitors agree to pay CIC and/or PR each annual premium due according to the rates in effect when each payment is due. Indemnitors agree that premium for a Bond is fully earned upon execution of a Bond and is not refundable. **4.** Indemnitors agree that electronic signatures, including facsimile signatures used in connection with the completion of this agreement, shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement. **5.** Indemnitors agree that CIC and/or PR may obtain a release from its obligations as surety on a Bond whenever any such release is authorized by law. **6.** Indemnitors agree, if the Surety shall be required or at its option and in its sole discretion shall deem it necessary to obtain collateral, the Indemnitors will immediately, upon demand, deposit with the Surety cash or collateral in the amount demanded, to be held by the Surety with the right to use any such funds or any part thereof, at any time, in payment or compromise of any judgment, claim, liability, loss, damage, attorney's fees, engineers' fees, investigative charges and other disbursements and/or expenses in connection with said bond or bonds or in anticipation of a loss thereunder. **7.** Indemnitors agree that CIC and/or PR have the exclusive right to decide whether to pay, compromise, or appeal any claim against a Bond. **8.** Indemnitors agree that they cannot terminate their liability to CIC and/or PR created by this agreement except by sending written notice of intent to terminate to CIC and/or PR. Written notice to terminate shall be sent to CIC and/or PR at its service office, **P.O. Box 5900, Madison, WI 53705-0900**. Indemnitors agree that the termination will be effective thirty working days after actual receipt of such notice by CIC and/or PR, but only for Bonds signed or committed to by CIC and/or PR after the effective date. Thus, Indemnitors agree that Indemnitors will remain liable to CIC and/or PR for Loss on Bonds signed or committed to by CIC and/or PR prior to the effective date of termination. **9.** Indemnitors agree that CIC and/or PR can bring any legal action arising out of or in any way related to any Bond or this agreement and the applicable state law shall apply where CIC and/or PR makes such election. **10.** Indemnitors agree that CIC and/or PR may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability to Indemnitors. **11.** Indemnitors agree that if Applicant and/or any Indemnitor provides collateral in any form in regard to the execution of any Bond or Bonds, CIC and/or PR shall have the right, in their sole discretion, to retain the collateral or security for a period of twelve months (12) or until the liability of CIC and/or PR, on account of having executed said Bond or Bonds, shall cease and it be so determined. **12.** Indemnitors agree that with their signature below, they are representing themselves as both Applicant and Indemnitor as used above.

### **READ CAREFULLY AND SIGN**

The employees of the Insured have all, to the best of the Insured's knowledge and belief, while in the service of the Insured always performed their respective duties honestly. There has never come to its notice or knowledge any information, which in the judgment of the Insured indicates that any of the said employees are dishonest. Such knowledge as any officer signing for the Insured may now have in respect to his own personal acts or conduct, unknown to the Insured, is not imputable to the Insured.

### **FRAUD STATEMENT:**

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 insurance act, which is a crime and subjects that person to criminal and civil penalties.

**(Not applicable in AL, AR, CO, DC, FL, KY, KS, LA, ME, MD, NJ, NM, NY, OH, OK, OR, PA, RI, TN, VA, VT, WA and WV).**

### **APPLICABLE IN: AL, AR, DC, LA, MD, NM, RI AND WV**

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

\*Applies in MD only.

### **APPLICABLE IN: CO**

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.

**APPLICABLE IN: FL AND OK**

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)\*. \*Applies in FL only.

**APPLICABLE IN: KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**APPLICABLE IN: KY, NY, OH AND PA**

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 and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY only.

**APPLICABLE IN: ME, TN, VA AND WA**

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 imprisonment, fines and denial of insurance benefits. \*Applies in ME only.

**APPLICABLE IN: NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**APPLICABLE IN: OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**APPLICABLE IN: VT**

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**\*\*\*Please Sign Below\*\*\***  
**If Applicant is a Corporation, an authorized Officer signs.**  
**If Applicant is an LLC, an authorized manager or member signs.**  
**ALL owners must also sign as Individual Indemnitors**

**If an Individual or Sole Proprietorship - sign as an Individual Indemnitor**  
**If a Partnership, all Partners sign**  
**(Note: In most cases, spouses/domestic partners are also required to sign as Individual Indemnitors)**

**Corporate Indemnity**

**If Applicant is a PARTNERSHIP, CORPORATION or LLC :**

Company Name (if Applicable):	
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):
Corporate Officer/Member/Partner Signature:	Corporate Officer/Member/Partner Name & Title (Print):

**INDIVIDUALS as Indemnitors:**

Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:
Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:
Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number:
Indemnitor's Signature:	Indemnitor's Name (Print):	Social Security Number: