



# H.M. Vreeland & Son Surety Bonding Services

1109 Vicente Street, Suite 102, San Francisco, CA 94116 (415) 566-3401 Fax (415) 566-3402 www.hmvreeland.com

## Civil Court Bond Application

Type of Bond/Undertaking: \_\_\_\_\_ Amount \$ \_\_\_\_\_

Hearing Date: \_\_\_\_\_ Case No. \_\_\_\_\_

Name of Court: \_\_\_\_\_ Code Section: \_\_\_\_\_

### ATTORNEY INFORMATION:

Attorney Representing Principal: \_\_\_\_\_ SBN: \_\_\_\_\_

Law Firm: \_\_\_\_\_ Phone No. \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

### PRINCIPAL INFORMATION:

Name: \_\_\_\_\_ Tel. # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

### IF PRINCIPAL IS AN INDIVIDUAL:

Social Security Number: \_\_\_\_\_ Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

Your Net Worth: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Employer: \_\_\_\_\_ Position/If retired, previous position: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel. # \_\_\_\_\_ Length of Employment/Ownership: \_\_\_\_\_

Do you own a home? \_\_\_\_\_ Do you rent? \_\_\_\_\_ Other (explain) \_\_\_\_\_

### IF PRINCIPAL IS A LEGAL ENTITY:

Nature of Business: \_\_\_\_\_ Tax I.D. No. \_\_\_\_\_

Names of all owners of Business, Residence addresses and Social Security Numbers:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### ALL APPLICANTS:

Your Bank: \_\_\_\_\_ Bank Account # \_\_\_\_\_

Bank Address: \_\_\_\_\_

**Attach a copy of the court order and/or judgment for the bond. This is required for all court bond submissions. In addition, copies of the other court documents as well as financial statements may be required.**

First year's premium is fully earned upon issuance of the bond.

Many types of bonds may require collateral. Sureties and their subsidiaries may accept the following as collateral:

- A cashier's check from our bond principal made payable to Surety. Prior credit approval may be required.
- An Irrevocable Letter of Credit (ILOC) drawn on a bank acceptable to Surety. Use of our format for the ILOC or pre-approval of the bank's format is required.
- A Mortgage on real property acceptable to Surety. Consideration of real estate as collateral will require payment of title and appraisal fees.

*All of the above forms of collateral are subject to prior approval and qualification by Surety. Fees may be imposed for the use of, or in conjunction with the acceptance and release of, certain forms of collateral. All fees, if any, will be disclosed to the principal prior to Surety proceeding with the issuance of any bond.*

**INDEMNITY AGREEMENT - READ CAREFULLY. Your signature creates legal consequences to you.**

In consideration of \_\_\_\_\_ referred to hereafter as "Surety" issuing the bond applied for, the undersigned hereby agree for themselves, their heirs, successors and assigns, jointly and severally:

1. To pay Surety an annual premium in advance each year during which liability under the bond shall continue in force and until satisfactory evidence of termination of the Surety's liability is furnished to the Surety.
2. To indemnify Surety against all losses, liabilities, costs, damages, attorneys' fees and expenses, claims handling and adjustment expenses the Surety may incur or has incurred due to the execution and issuance of the bond on, before or after this date including any modifications, renewals or extensions of the bond or the enforcement of the terms of this indemnity agreement.
3. The Surety or its representatives shall have the right to examine the credit history, department of motor vehicle records, employment history, books and records of the undersigned or the assets covered by the bond, or the assets pledged as collateral for the bond. Privacy Notice: All non-public personal information gathered pursuant to the application shall not be disclosed except as permitted by law.
4. The undersigned agree to waive notice of the execution of the bond, notice of any fact, knowledge or information affecting the undersigned's rights or liabilities under the bond that Surety may have or discover prior to or after execution of the bond.
5. The undersigned, upon written demand, shall deposit with Surety a sum of money requested by Surety to cover any claim, suit, expense or judgment that Surety may in its absolute discretion determine is necessary and the deposit shall be pledged as collateral security on any such bond or other bonds the Surety may have issued for the undersigned. The undersigned hereby irrevocably appoints Surety as their attorney in fact to execute any documents necessary to perfect Surety's security interests in any collateral submitted to Surety. Surety shall have the exclusive right to determine if any claim or suit shall be denied, paid, compromised, defended or appealed. An itemized statement of payments made by Surety shall be prima facie evidence of the obligation of undersigned due to Surety. The undersigned agree that it is their responsibility to defend their own interests.
6. Surety and undersigned agree that the place of performance of this agreement, including the promise to pay Surety, shall be in Los Angeles County, California, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Los Angeles County, California.
7. Undersigned hereby (a) grants to the Surety a security interest in all of such undersigned's accounts, chattel paper, electronic chattel paper, payments intangibles, promissory notes, letter of credit rights, documents, instruments, equipment (including all parts, accessions and additions thereto), general intangibles, goods, inventory, investment property, deposit accounts and all proceeds, products and supporting obligations for and accessions to any of the foregoing, in each case whether then owned or later acquired, and (b) authorizes the Surety to file and continue financing statements naming such undersigned as debtor and describing the collateral as "all property," all at the expense of the undersigned.
8. The rights and obligations of the undersigned are in addition to and cumulative of all other rights, liabilities and obligations under the laws of the State of California. The undersigned confirms that Surety shall have every right, defense or remedy including the rights of exoneration and subrogation.
9. Unless specified by law or stated in the bond that the bond cannot be cancelled, Surety may cancel bond by mailing a notice of cancellation in the U.S. mail to the Oblige and Principal at the last address provided to Surety and cancellation shall become effective thirty (30) days after the date of deposit with the United States Postal Service.

The Applicant and each Indemnitor agrees that this document and all bonds issued by the Surety will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State Legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designed to regulated electronic commerce. Any person who includes false or misleading information in an application for an insurance policy is subject to criminal and civil penalties. Regardless of the date of signature, this indemnity is effective as of the date of execution and renewal of the aforementioned bond(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein and in the bond(s).

**IMPORTANT SIGNATURE INSTRUCTIONS**

*If an individual or sole owner, Applicant/Principal must sign as duly authorized representative. Spouse must sign personal indemnity below.  
If a general partnership, managing member must sign as duly authorized representative.  
If a corporation, an officer must sign as the authorized representative.*

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

Applicant/Principal: \_\_\_\_\_ X \_\_\_\_\_

(Print name exactly as it appears on bond)

Additional Indemnitors (if required):

X \_\_\_\_\_ X \_\_\_\_\_

(Indemnitor's Signature) (Print Name)

(Indemnitor's Signature) (Print Name)

X \_\_\_\_\_ X \_\_\_\_\_

(Indemnitor's Signature) (Print Name)

(Indemnitor's Signature) (Print Name)

**FRAUD NOTICE**

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud