



# Swift Bond Application

For Single Bonds or Aggregate Programs up to \$300,000, complete page 1.

For Aggregate Programs in excess of \$300,000, up to \$600,000, complete page 1 and page 3.

Fed Tax ID \_\_\_\_\_

## CONTRACTOR DATA

Date started in Business \_\_\_\_\_

Type of Business:  Partnership (S) Corporation  (C) Corporation  Sole Proprietorship  LLC  LLP

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Work \_\_\_\_\_ Territory of Operations \_\_\_\_\_

Largest job completed in last 5 years - Contract Price \$ \_\_\_\_\_ Job Description: \_\_\_\_\_

Are there any unfinished bonded contracts with other sureties, if yes, attach explanation.  Yes  No

## OWNER DATA / INDEMNITORS (Provide the information below on all owners; use additional sheet if necessary)

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
SS# _____	SS# _____
DOB _____	DOB _____
% of Business Ownership _____	Married Yes No
Spouse Name _____	% of Business Ownership _____
Spouse Employer _____	Married Yes No
Spouse Annual Income \$ _____	Spouse Name _____
SS# _____	Spouse Employer _____
DOB _____	Spouse Annual Income \$ _____
	SS# _____
	DOB _____

Credit Reports will be obtained during the underwriting process.

\*\*\*For new applicants, complete and sign the General Indemnity Agreement on page 4.\*\*\*

## BOND REQUEST DATA

If no bond is needed at this time, but only prequalification for future bonding, check here

Anticipated Start Date \_\_\_\_\_

Time for Completion \_\_\_\_\_ Liquidated Damages per Day \$ \_\_\_\_\_ Maintenance Period \_\_\_\_\_

Obligee (Who is requiring the contractor get a bond?) \_\_\_\_\_

Obligee Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Job Legal Description \_\_\_\_\_

Job Physical Address \_\_\_\_\_

*\*This application is not intended for use in connection with Subdivision or Site Improvement, Asbestos Abatement, Completion, Hazardous Materials, Multi-Year Contracts, or Service Contracts.*

**Check and Complete:** (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$150,000.)  
(check one only)

**Bid Bond:**

Bid date \_\_\_\_\_

Estimated total amount of bid: \$ \_\_\_\_\_

Bid Bond % or flat amount \_\_\_\_\_

OR  **Final Bond:** Contract Price \$ \_\_\_\_\_

Contract Date (Date when contract is signed) \_\_\_\_\_

**Performance & Payment Bond**  **Supply Bond**

**Subcontractor Performance & Payment Bond**

**Stand Alone Maintenance Bond** \$ \_\_\_\_\_

Bid secured by: Check  Bond  Negotiated

Next two lowest bidders  
\$ \_\_\_\_\_ \$ \_\_\_\_\_

## Status of Outstanding Bid Bonds:

Owner: \_\_\_\_\_ Awarded?  Yes

Owner: \_\_\_\_\_ Awarded?  Yes

## BOND FORM DATA

Liberty QuickAccess Form  Obligee Form  AIA Form  State Form  Federal Contract # \_\_\_\_\_

(Send copy for review) (Send copy for review) State of Incorporation \_\_\_\_\_

## AGENCY DATA (To be completed by Agency)

Agency Name \_\_\_\_\_ Liberty Agency Code \_\_\_\_\_

Agent's Phone # \_\_\_\_\_

Is Contractor an existing insurance account?  Yes  No Length of relationship \_\_\_\_\_

If Contractor is an established Liberty QuickAccess account, provide account # \_\_\_\_\_



### **Credit Authorization**

Each Indemnitor authorizes Surety to obtain information from third parties, including personal credit reports, in connection with the Surety's underwriting and each Indemnitor's compliance with indemnity agreements, bonded contracts and bonds. Each Indemnitor releases such third parties from liability resulting from the provision of such information.

### **Fraud Notices: Please review the statutory fraud notice applicable to your state.**

**Arkansas, Louisiana, Maryland, New Mexico and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**Colorado:** 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 policy holder 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.

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

**Florida:** 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.

**Tennessee, Maine, Virginia, and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Kentucky:** 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.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**New York:** 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 shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for such violation.

**Pennsylvania:** 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.

**Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

**Arizona:** For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.



**Complete this page for Aggregate Programs in excess of \$300,000, up to \$600,000.**

Contractor's Company Name \_\_\_\_\_  
 Contractor's Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**FINANCIAL DATA** Please submit the following:

- Business Financial Information for (C) Corporations, (S) Corporations, and LLCs:** Provide the company's latest CPA prepared fiscal year-end financial statement. If a CPA-prepared financial statement is unavailable, provide the company's in-house prepared fiscal year-end financial statements or Liberty form (S-127) along with the company's most recent tax return.

or

- Business Financial Information for Sole Proprietorships and Partnerships:** Provide the company's latest CPA prepared fiscal year-end financial statement. If a CPA-prepared financial statement is unavailable, provide the company's in-house prepared fiscal year-end business financial statement or Liberty form (S-127) and a copy of Schedule C from the owners' most recent personal tax returns.

and

- Personal Financial Statements and Certificate of Insurance** Provide a copy of each owner's personal financial statement or Liberty form (S-4597). Include supporting bank and marketable securities statements for verification purposes.

**EXPERIENCE DATA**

List the three largest contracts completed in the last five years:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	Year Completed	Final Gross Profit
			\$		\$
			\$		\$
			\$		\$

List the two largest jobs you presently have underway, giving the following information:

Owner or General	Kind of Work	Location (City/County, State)	Contract Price	% of Completion	Estimated Gross Profit	Date to be Completed
			\$		\$	
			\$		\$	

**OPERATIONS DATA**

- Type of trades you perform: \_\_\_\_\_
- Trades subcontracted: \_\_\_\_\_

**GENERAL DATA**

**Disputes, Financial Difficulties, Problems, Etc.**

- |  | Company  | Any officer, owner or partner                            |
|--|--|--|
| a. Failed in business or declared bankruptcy? . . . . .  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| b. Failed to complete a job or been assessed with delay damages? . . .   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| c. Been in claim with a Surety or denied bonding? . . . . .  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| d. Been involved in any lawsuits or disputes in the last 5 years? . . . . .  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| e. Do you have any corporate or personal assets held in trust or escrow accounts? . . . . .                                | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| f. Are any business or personal assets restricted or pledged for any purpose (i.e. collateral for a loan, etc.)? . . . . . | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| g. Were you bonded in the past - by whom? . . . . .  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |

**Explain all "yes" answers fully below or attach explanation**

\_\_\_\_\_  
 \_\_\_\_\_

**AGENCY DATA**

Agency Name \_\_\_\_\_ Liberty Agency Code \_\_\_\_\_

SWIFT BOND APPLICATION INDEMNITY AGREEMENT

Indemnitor represents that all statements made in the Application are true and made without reservation to induce Surety to extend surety credit on its behalf in reliance upon the Agreement; confirms that it has a material and beneficial interest in the provision of each Bond requested including Bonds requested in other Applications or as otherwise permitted; and hereby agrees with Surety as follows:

1. Definitions applicable to the Indemnity Agreement:

Agreement: This Indemnity Agreement, and any other agreement between Indemnitor and Surety executed for Surety's benefit.

Bonds: Any and all bonds or other obligations, renewals, extensions, replacements and substitutions thereof, issued prior to or after the execution of this Agreement, and issued for or at the request of Indemnitor.

Indemnitor: Each and all of the undersigned, their current and future subsidiaries and affiliates, and any person or business entity added by written amendment (to which amendment Indemnitors hereby agree may be executed solely by that new Indemnitor), joint and severally, whether acting alone or in joint venture with others, and, as to all of them, their successors, assigns, and heirs. Where used in the Agreement, the term applies to Indemnitors individually and collectively.

Loss: Claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever, and interest thereupon from the date upon which Surety incurs a Loss or posts reserves in anticipation of Loss, which Surety may incur in any manner relating to the extension of surety credit, including the enforcement of the Agreement.

Surety: The Surety will be a bond company chosen by broker, including any member of the Liberty Mutual Group for which Liberty Mutual Surety underwrites surety bonds, severally not jointly; their respective successors and assigns; any co-surety, reinsurer, or surety that issues a Bond at the request of Surety.

2. Premiums: To pay premiums when due, and to deliver evidence satisfactory to Surety, of the release of all liability;

3. Indemnity: To exonerate, indemnify and hold harmless Surety from and against all and all Loss;

4. Place in Funds: To place Surety in funds immediately upon demand in the amount Surety deems necessary to protect itself from any Loss or potential Loss, Surety having the right to use all or part of the funds in payment, settlement, or reimbursement to itself of any Loss;

5. Assignment: (I) Scope: Indemnitor assigns and pledges to Surety as security, a lien and security interest in its interest, title, and rights in and growing out of the following: (a) any bonded contract, any agreement related to a bonded contract including any labor or supply subcontract and any bond in support thereof, and any action, claim or demand which Indemnitor may acquire against any party to these contracts or otherwise related to a bonded contract; (b) all machinery, supplies, equipment, plant, tools and materials which are or may be on the site of the bonded contract, including materials purchased, being constructed, in storage, or in transit; (c) to the extent Surety determines necessary to fulfill or complete bonded obligations: licenses, patents, copyrights, trade secrets, limited partnership and general partnership interests; (d) any funds that are due or may become due on a bonded contract or other contract, including retention and recovery from claims. (II) Exercise of Rights by Surety: The assignment is effective upon the date of this Indemnity Agreement, but the Surety may exercise its rights only if Indemnitor: (i) breaches a bonded contract, Bond, or the Agreement; (ii) is declared in default by a Bond obligee or a payment bond claim is made; (iii) makes an assignment for the benefit of creditors; an application for the appointment of a trustee or receiver is made; or files an application under the Bankruptcy Code or similar laws of any state; (iv) is subject to any proceeding which deprives it of the use of the materials referred to in (b), above; (v) is debarred or otherwise declared ineligible for public work; and (vi) if an individual, an Indemnitor's death, disappearance, incompetence, insolvency, conviction of a felony or imprisonment.

6. Security Agreement: This Agreement shall constitute a Security Agreement to the Surety and a Financing Statement, both in accordance with the Uniform Commercial Code of every jurisdiction in which such Code is in effect, but the filing or recording of the Agreement shall be solely at Surety's option, and the failure to file shall not release or impair any Indemnitor's obligations under the Agreement or otherwise, nor shall it be in any manner in derogation of any of the Surety's rights.

7. Power of Attorney: Indemnitor irrevocably appoints Surety as Attorney-in-fact with the full right and authority, but not the obligation, to exercise the rights of Indemnitor assigned to Surety above, and to execute on behalf of and sign Indemnitor's name to any document deemed necessary by Surety to give full effect to the purposes of the Agreement. Indemnitor hereby ratifies all acts taken by Surety as attorney-in fact, acknowledges that this power of attorney is a power coupled with an interest, and agrees to hold harmless Surety from any claims, damages, loss or expense incurred by its use.

8. Surety's Rights: (a) Loss: Surety has the right at its sole discretion to pay or settle any Loss and the sworn voucher of payment signed by Surety shall be prima facie evidence of Indemnitor's liability; (b) Suits: Surety may bring separate lawsuits to recover under the Agreement, and doing so or recovering by way of judgment upon a cause of action shall not prejudice or bar the bringing of suits upon other causes of action, whenever they may arise; (c) Other Agreements: Any rights Surety may have or acquire against Indemnitor under the Agreement are in addition to and not in lieu of any rights afforded Surety under any other agreement related to surety credit; and, if Surety executes any Bond with a co-surety or reinsures all or part of a Bond, all the terms of the Agreement shall apply and operate for the benefit of the co-surety and reinsurer, as their interests may appear; (d) Decline or Cancel Bonds: Surety shall have the right to decline or cancel a Bond at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (e) Non-waiver: the exercise, delay or failure by Surety to exercise any right, remedy or power whatsoever shall not preclude any subsequent exercise or waiver of these or any other rights, remedies by the Surety.

9. This Application may be executed in multiple counterparts, each being deemed an original but all of which constitute one and the same agreement.

10. This Document: If the execution of this Agreement shall be defective for any reason, such defect or invalidity shall not affect the validity of the Agreement as to any other Indemnitor. If any provision is held invalid, the remaining provisions shall retain their full force and effect. A facsimile, photocopy, or electronic reproduction shall be considered an original and shall be admissible in a court of law to the same extent as an original.

11. Termination: Indemnitor may terminate its indemnity obligations under this Indemnity Agreement for future bonds upon twenty (20) days written notice to Surety, sent by registered or certified mail.

Such notice shall not modify or discharge Indemnitor's obligations for Bonds authorized, executed, or committed to by Surety prior to the discharge date (including renewals, extensions, modifications and substitutions), or for final Bonds issued for bid bonds issued prior to the discharge date.

12. Effective Date: This document shall be effective on the date it is executed by one or more Indemnitors.

This Indemnity Agreement is dated: \_\_\_\_\_, \_\_\_\_\_.

By signing below, each individual signing on behalf of a business entity represents and warrants that he or she is duly authorized by the business entity to bind it to this Indemnity Agreement:

NOTE: Persons authorized to sign on behalf of each business entity: Sole Proprietor - Owner; Partnership - Managing Partner; Limited Partnership - General Partner; C or S Corporation. - President; Limited Liability Company - Managing Member

Indemnitor (Business):

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Indemnitor (Individual):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Indemnitor (Individual):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Indemnitor (Individual):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Indemnitor (Spouse):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Indemnitor (Spouse):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Indemnitor (Spouse):

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_