



SERVICE IS WHAT WE SELL!

25775 Oak Ridge Drive, Suite 110  
The Woodlands, Texas 77380  
Phone: 800-458-4320  
Fax: 281-292-7429  
www.mobileagency.com

---

Dear Valued Customer,

To begin the process of obtaining your new bond, please follow the steps listed below. Return all documents to Mobile Insurance at the address noted below and we will seek the best bond terms available. Here are the steps:

- 1) Complete, sign and date the attached Commercial Surety Bond application (IMPORTANT – If you are married, your spouse is required to also sign the application, regardless of their involvement in the company.
  - a. Complete all required information containing an \*
    - i. The “Name of Individual Signing Bond” and item “1. Name & Address of owner/Spouse (Indemnitor)” should be the same person.
    - ii. All individuals on the application must sign and date on the equivalent numbered line at the bottom of the page.
      1. For example, the individual listed on “2. Name & Address...” will sign at the bottom where it says, “2. Indemnitor Signature”
- 2) Sign and return the attached Notice of Investigation form.

Bonds are issued on a credit worthy basis, thus, the bond company will complete a soft credit report for each applicant listed on the application when applying for a surety bond, and each year at renewal.
- 3) Submit updated personal financial statement(s) for each owner listed on the bond application along with a corporate financial statement. Couples may submit a joint financial statement. Attached is a personal financial statement template for your convenience. If you prefer to use your own form, please do so.

Sincerely,

*Trena Montgomery*

Trena Montgomery  
Ext. 111 – trena@mobileagency.com



## Commercial Surety Bond Application and Indemnity Agreement

\* Indicates a Required Item

*Company Name (exactly as it appears on your license and/or will appear on bond):		*Location Address:		*Mailing Address:	
*Company Phone: (xxx)xxx-xxxx		Cell Phone:		Email Address:	
*Name of Individual Signing Bond (Registrant, Responsible Party, Officer):		*Individual's Title:		*# yrs. experience in this profession	
*# yrs. operating as current entity		License Number:		*Applicant or Indemnitor ever declared bankruptcy? (if yes, explain))	
Total Amount of Outstanding Bonds:		*1. Name & Address of Owner/Spouse (Indemnitor):		*Social Security #: (xxx-xx-xxxx)	
2. Name & Address of Owner/Spouse (Indemnitor):		3. Name & Address of Owner/Spouse (Indemnitor):		Social Security #: (xxx-xx-xxxx)	
4. Name & Address of Owner/Spouse (Indemnitor):		5. Name & Address of Owner/Spouse (Indemnitor):		Social Security #: (xxx-xx-xxxx)	
6. Name & Address of Owner/Spouse (Indemnitor):		*Type of Bond:		*Amount of Bond (in dollars):	
*Effective Date of Bond (mm/dd/yyyy):		*Obligee Name & Address:			

By Providing the above information, you consent to Surety and Agencies authorized by Surety to order a credit report to be used in connection with the underwriting of a surety bond(s). 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 fines, imprisonment and denial of benefits.

### INDEMNITY AGREEMENT

The undersigned Applicant and Indemnitor(s), all hereinafter called the Undersigned, hereby certify that the foregoing declarations made and answers given, are the truthful, accurate and complete in all respects without reservation, and are made for the purpose of inducing **Aegis Security Insurance Company**, hereinafter called Surety, its successors and assigns, to become Surety on a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "bond" or "undertaking" as herein used). In consideration of the Surety executing said bond or undertaking, the Undersigned agree as follows:

a) To pay the Surety all premiums due and annually in advance of each renewal thereafter, until the Undersigned shall serve upon the Surety, at its said office, competent written legal evidence, satisfactory to the Surety, of it being fully discharged from such bond or undertaking. (b) That the Undersigned hereby authorize the Surety to make such pertinent inquiry as may be necessary from financial institutions, persons, firms, and corporations in order to confirm and verify information referred to or listed on this application. (c) The Undersigned will at all times indemnify, and keep indemnified, the Surety, and hold and save it harmless from and against any and all loss, costs, damages, charges and expenses of whatsoever kind or nature, including expenses, collection fees and attorneys' fees, which it may, at any time, sustain or incur by reason or in consequence of furnishing any bond or undertaking or enforcing this Agreement. (d) The Undersigned will deposit with the Surety on demand an amount deemed sufficient by the Surety to discharge any claim made against the Surety on this bond or undertaking. This sum may be used by Surety to pay such claim or be held by Surety as collateral security against loss or cost on this bond or undertaking. (e) The Undersigned agrees that the first year's premium is fully earned upon issuance of the bond and is not refundable.

**Confession of Judgment.** Without limiting the generality of any other provision of this agreement, the undersigned principal and indemnitors hereby jointly, severally and irrevocably authorize and empower any attorney of record, or prothonotary or clerk of any court in any jurisdiction to appear for any or all of them at any time or times in any court with respect to any sums due under this agreement, with or without declaration filed as of any term, to waive the issuing and service process and to confess or enter judgment against any or all of them for all such sums payable under this agreement as evidenced by an affidavit signed by an authorized representative of surety setting forth such amount due, plus reasonable attorney's fees, cost of suit and interest, with release of all procedural errors and without right of appeal or stay of execution. If a copy of this agreement, verified by affidavit, shall be filed, it shall not be necessary to file the original as a warrant or attorney. The undersigned jointly and severally waive the right to any stay of execution and the benefit of any and all exemptions to which they may now or may hereafter be entitled under law. No single exercise of the foregoing warrant and power to bring an action or confess judgment shall be deemed to exhaust the power but the power shall continue undiminished and may be exercised from time to time as often as surety shall elect, whether before or after demand is made, until all sums payable to surety under this agreement have been paid in full.

To secure the Undersigned's duties and obligations to Surety, the Undersigned, upon Surety's declaration of the Undersigned's default, assign to Surety all right and title to and interest all other bonded and unbonded contracts; all agreements, notes, accounts, proceeds, equipment, goods, inventory, fixtures, accounts receivable, chattel paper, general intangibles, return premium from Surety or others in which Indemnitors have any interest, and all subcontracts and/or other assets in which Indemnitors have any interest. The Undersigned hereby appoint Surety or its designated representative as the Undersigned's attorney-in-fact for the purpose of executing any document to perfect and secure any assignment or lien position in funds collateral or assets of the Undersigned, including but not limited to all UCC forms, Deeds of Trust, Security Agreements and Mortgages Surety deems necessary to perfect its claim or lien claim for assets of the Indemnitors.

I, the undersigned, hereby make application to Aegis Security Insurance Company as surety for bonds covering my business, which is the above business name. I have been made aware by my agent/broker, and I fully understand that the costs (including fees for obtaining bonding) may be slightly higher than standard rates for one or multiple of the following reasons: Our business may be of a class considered to be non-standard or hazardous for bonding, our financial condition may not meet most bonding companies minimum financial requirements, or our company may be lacking the necessary experience to secure bonding for the size or type of work we seek. I also waive notice from the Surety of any claim or demand made against the Surety or the bond principal under any bond or undertaking executed pursuant to this Agreement.

Regardless of the date of signature(s), this indemnity agreement is effective as of the date of execution of aforementioned bond(s) or undertakings(s) and is continuous until Surety is satisfactorily discharged from liability pursuant to the terms and conditions contained herein

\_\_\_\_\_  
Date \_\_\_\_\_

1. Signature of Individual Signing Bond

\_\_\_\_\_  
Date \_\_\_\_\_

1. Indemnitor Signature

\_\_\_\_\_  
Date \_\_\_\_\_

3. Indemnitor Signature

\_\_\_\_\_  
Date \_\_\_\_\_

5. Indemnitor Signature

\_\_\_\_\_  
Date \_\_\_\_\_

2. Indemnitor Signature

\_\_\_\_\_  
Date \_\_\_\_\_

4. Indemnitor Signature

\_\_\_\_\_  
Date \_\_\_\_\_

6. Indemnitor Signature



25775 Oak Ridge Dr. #110  
The Woodlands, Texas 77380  
800.458.4320  
(fax) 281.292.7429  
www.mobileagency.com

---

### Notice of Investigation

When reviewing surety bond requests from applicants, it is the normal policy of Mobile Insurance Agency of Texas, Inc. and or its assigns and bond company partners to obtain the personal credit histories of the owners/officers as well as to investigate the financial strength and credit background of the retailer. The investigative agencies utilized by Mobile Insurance Agency of Texas, Inc. and or its assigns and bond company partners, to obtain the information may include, but are not limited to, Banks, Credit Bureaus, Trade References and others.

Authorization and consent, as represented by the signature below of the authorized representative of the retailer, is hereby granted to Mobile Insurance Agency of Texas, Inc. and or its assigns and bond company partners to perform the above procedures, including, but not limited to, an investigation of the below named Retailer and of the authorized representative of said retailer. Receipt of this notice is hereby acknowledged.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

BY \_\_\_\_\_  
Title (Acting as Authorized Representative of  
Above-named Retailer and Individually)

\_\_\_\_\_  
Date of Birth

# PERSONAL FINANCIAL STATEMENT

Note: This form is to be used for Personal Financial Statement only. NOT TO BE USED FOR BUSINESS STATEMENTS.

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

APPLICANT			CO-APPLICANT		
Full Name			Full Name		
Street Address			Street Address		
City/State/Zip			City/State/Zip		
County			County		
Since	Own <input type="checkbox"/>	Rent \$	Since	Own <input type="checkbox"/>	Rent \$
Previous Address (if less than 5 years at present)			Previous Address (if less than 5 years at present)		
City/State/Zip			City/State/Zip		
Since	Owned <input type="checkbox"/>	Rented <input type="checkbox"/>	Since	Owned <input type="checkbox"/>	Rented <input type="checkbox"/>
Social Security #		Date of Birth	Social Security #		Date of Birth
Phone: Residence		Work	Phone: Residence		Work
Marital Status * <input type="checkbox"/> Unmarried <input type="checkbox"/> Married <input type="checkbox"/> Separated			Marital Status * <input type="checkbox"/> Unmarried <input type="checkbox"/> Married <input type="checkbox"/> Separated		

ASSETS		LIABILITIES	
Cash (Schedule 1)		Short Term Notes Due Financial Insts. (Schedule 7)	
Securities (Schedule 2)		Short Term Notes Due to Others (Schedule 7)	
Life Insurance Cash Value (Schedule 3)		Credit Accounts and Bills Due (Schedule 8)	
Mortgages and Contracts Held by You (Schedule 4)		Insurance Loans (Schedule 3)	
Homestead (Schedule 5)		Installment Loans and Contracts (Schedule 7)	
Other Real Estate (Schedule 5)		Mortgages on Home (Schedule 5)	
Profit Sharing & Pension (Schedule 6)		Mortgages on Other Real Estate (Schedule 5)	
Retirement Accounts, include IRA Accts. (Schedule 1)		Taxes	
Automobile (Describe)		Other Liabilities (Describe)	
Personal Property			
Other Assets (Describe)			
		<b>Total \$</b>	
<b>Total \$</b>		(Total Assets Less Total Liabilities) <b>Net Worth \$</b>	

* ANNUAL INCOME	APPLICANT	CO-APPLICANT	PLEASE ANSWER EACH QUESTION (Yes / No)	APP.	CO-APP
Salary			Are you a Co-Maker, Endorser or Guarantor of any other person's debt?		
Bonuses/Commissions					
Dividends/Interest			Are you a defendant in any suit or legal action?		
Net Real Estate Income					
<small>* Income from alimony, child support, or maintenance payments need not be entered unless you want it considered as a base for repayment.</small>			Have you ever gone through bankruptcy or had a judgment against you?		
Other (List)			Have you made a will?		
<b>Total \$</b>					

**CONFIDENTIAL**

**SCHEDULE 1 / CASH, SAVINGS, CERTIFICATES AND IRA ACCOUNTS**

Name of Bank or Financial Institution	Type of Account	Acct. Balance
<b>Total \$</b>		

**SCHEDULE 2 / SECURITIES OWNED**

Par Value or No. of Shares	Description	Registered in Name(s) of	Listed or Unlisted	Current Market Value
<b>Total \$</b>				

**SCHEDULE 3 / LIFE INSURANCE**

Insurance Company	Insured	Beneficiary	Face Value of Policy	Cash Value of Policy	Loans
<b>Total \$</b>					

**SCHEDULE 4 / RECEIVABLES DUE TO ME ON MORTGAGES AND CONTRACTS I OWN**

Name of Debtor	Description of Property	First Lien or Second Lien	Date of Maturity	Repayment Terms	Balance Due
				per	
				per	
				per	
<b>Total \$</b>					

**SCHEDULE 5 / REAL ESTATE OWNED**

Property Description	Name of Creditor	Year Acquired	Purchase Price	Mortgage Balance	Date of Maturity	Repayment Terms	Current Market Value
						per	
						per	
						per	
						per	
						per	
						per	
Insurance Co.: _____ Agent: _____						<b>Total \$</b>	

**SCHEDULE 6 / PROFIT SHARING AND PENSION**

Name of Institution	Type of Account	Account Balance	Amount Totally Vested	Loans
<b>Total \$</b>				

**SCHEDULE 7 / INSTALLMENTS, CREDIT LINES AND NOTES**

Name of Creditor	Collateral	Date of Maturity	Repayment Terms	Balance Due
			per	
			per	
			per	
			per	
<b>Total \$</b>				

**SCHEDULE 8 / CREDIT ACCOUNTS, BILLS DUE, ALIMONY/CHILD SUPPORT, DAYCARE, ETC.**

Name of Company	Repayment Terms	Balance Due
	per	
	per	
	per	
	per	
	per	
<b>Total \$</b>		

\*I/We agree the information is presented as a true and accurate statement of my/our financial condition on the date indicated.

\_\_\_\_\_  
Applicant's Signature Date

\_\_\_\_\_  
Co-Applicant's Signature Date