



COMMERCIAL CONTRACT EXPRESS

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The Bond Only Agency

For Service and Supply/Install Contracts

Now Single Bonds To \$1,000,000 Aggregate Up To \$1,500,000

For Single Bonds over \$350,000 and Aggregate Programs over \$700,000 financials required*

CONTRACTOR DATA

Company Federal ID # _____ Date Started Business _____
Type of Business: ☐ Partnership ☐ S Corporation ☐ C Corporation ☐ LLC ☐ LLP ☐ Sole Proprietorship
Company Name _____ Phone _____
Company Address _____ City _____ State _____ Zip _____
Type of Work _____ Years Experience _____
Contractor's License No(s) _____ Email Address _____

Name _____
Address _____
City/State/Zip _____
SS# _____ DOB _____
% of Business Ownership _____ Married ☐ Yes ☐ No
Spouse Name _____
SS# _____ DOB _____
Phone/Cell No. _____
Do you Own/Rent? _____ Purchase Price _____
Value? _____ Owed _____

Name _____
Address _____
City/State/Zip _____
SS# _____ DOB _____
% of Business Ownership _____ Married ☐ Yes ☐ No
Spouse Name _____
SS# _____ DOB _____
Phone/Cell No. _____
Do you Own/Rent? _____ Purchase Price _____
Value? _____ Owed _____

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 _____ Maintenance Period _____
Obligee (Who is requiring the contractor get a bond?) _____
Obligee Address _____ City _____ State _____ Zip _____
Job Description _____

*Multi-Year Contracts require in this program the use of an annually renewable bond form
For contracts requiring a multi-year performance bond please submit a complete standard package*

Check and Complete: (For private jobs or subcontracts over \$100,000, please enclose a copy of the contract and bond form)

* Please include Business & Personal Financial Statements for larger single bond and aggregate programs

☐ Bid Bond

Bid Date _____
Estimated total amount of bid: \$ _____
Bid Bond % or flat amount: _____

Status of Outstanding Bid or Performance Bonds:

Bond No. _____ Bid Awarded: _____
Bond No. _____ Bid Awarded: _____

☐ Performance & Payment Bond ☐ Supply Bond

☐ **Multi-year contract** Contract Term _____
Contract Price \$ _____
Performance Bond Percent _____% Payment Bond Percent _____%
Supply Bond Percent _____% Other _____
Contract Date (Date contract is signed) _____
Bid Secured by: Check ☐ Bond ☐ Negotiated ☐
Estimated gross profit margin? _____
List Subcontractors >\$100K?

Next two lowest bidders
\$ _____ \$ _____

BOND FORM DATA

PHLY Bond Form

Obligee Form
(Send copy for Review)

AIA Form

State Form
(Send copy for
Review)

Federal Contract # _____

COMPANY BACKGROUND DATA:

☐ Yes ☐ No Has company, affiliated company, or any owner ever filed for bankruptcy?

☐ Yes ☐ No Has any owner ever been convicted of a crime other than a traffic violation?

☐ Yes ☐ No Has company, affiliated company, or any owner been associated with a company that caused a surety loss?

☐ Yes ☐ No Are the company and/or owners delinquent on any state and/or federal income and payroll taxes?

☐ Yes ☐ No Is the company without all required and current contractor licenses?

Type of trades you perform: _____

Territory in which you perform work (present and planned) _____

Trades subcontracted: _____

FINANCIAL DATA

- If single bond request or current aggregate program exceeds \$250,000, please provide:
 - Current Personal Financial Statement on all owners/stockholders
 - Current Business Financial Statement
- Total Value of Current Contracts on Hand? _____ Current Cost to Complete? _____
- Current Company Net Worth? _____ Current Company Net Income/(Loss)? _____
- Current Company Cash on Hand? _____ Current Company Bank Line of Credit Line Usage? _____

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	Kind of Work	Location City/County/State	Contract Price	% of Completion	Estimated Gross Profit	Date to be Completed

OPERATIONS DATA

Most Recent and/or Current Surety _____

Liability Insurance Company and Limits _____ Expiration Date ____/____/____

Current Bank Name and Line of Credit Limits _____ Expiration Date ____/____/____

GENERAL DATA

Explain all "yes" answers fully on the explanation page attached:

- ☐ Yes ☐ No Are there other companies owned by stockholders/owners of applicant?
- ☐ Yes ☐ No Are there any assets held in trust or pledged by company of stockholders/owners?
- ☐ Yes ☐ No Has the company been denied bonding within the last 60 days? If so, by whom and for what reason?
- ☐ Yes ☐ No Have you ever received a contract or commercial surety bond from PHLI Insurance Company?
- ☐ Yes ☐ No Has your company ever failed to complete any work awarded to them?
- ☐ Yes ☐ No Are there any pending lawsuits/claims/liens/business or personal?
- ☐ Yes ☐ No Do you have any current bonded jobs open?

****ALL APPLICANTS ARE SUBJECT TO CREDIT REVIEW**

Fair Credit Reporting Act Notice: In making this application for surety it is understood that an investigative consumer report may be prepared whereby pertinent information concerning your character, reputation, personal characteristics and mode of living may be obtained. Information as to the nature and scope of this report may be obtained upon written request.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

All new applicants must have a completed and signed indemnity form on file with Philadelphia Indemnity Insurance Company.

GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the Undersigned Principal(s) (signing below as the "Company") and Indemnitor(s), all of which are individually and collectively referred to as "Undersigned," for the continuing benefit of Surety in connection with any Bond executed on behalf of any Indemnitor or any Principal. The Undersigned hereby certify the truth of all statements in the application, authorize the Surety to verify this information and to obtain additional information from any source, including obtaining a personal credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Surety in its reasonable discretion.

DEFINITIONS. The following terms shall have the following definitions in this Agreement:

BOND: Any surety bond, undertaking, or other express or implied obligation of guaranty of suretyship executed or committed to by Surety, at the request of any Principal or Indemnitor on, before or after this date, and any riders, endorsements, extensions, continuations, renewals, substitutions, increases or decreases in penal sum, reinstatements or replacements thereto.

PRINCIPAL: The person(s) and entity(ies), for whom any Bond is issued or committed to by Surety, or any one or combination thereof, or their successors in interest, whether alone or in joint venture with others named herein or not named herein, and any person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with any party to this Agreement.

SURETY: Any and all of: Philadelphia Indemnity Insurance Company, their respective co-sureties, reinsurers, and any other person or entity which may act as surety or co-surety on any Bond, or any other person or entity who executes any Bond at its request.

INDEMNITY. The Undersigned:

- A.** Agrees to defend, indemnify, and save harmless Surety from and against any and all demands, liabilities, costs, penalties, obligations, interest, damages and expenses of whatever nature of kind, including but not limited to attorneys' fees (including those of both outside and in-house attorneys) and costs and fees incurred in investigation of claims or potential claims, adjustment of claims, procuring or attempting to procure the discharge of Bond, or attempting to recover losses or expenses from the Undersigned or third parties, whether Surety shall have paid out, or anticipates paying out any such sums; and
- B.** Agrees to pay Surety all premiums on Bonds issued by Surety on behalf of any Principal, in accordance with Surety's rates in effect when each payment is due. Premiums on contract bonds are based on the contract price, without reference to the penal sum of the Bond, and shall be adjusted due to changes in the total contract price. On any Bond where Surety charges an annual premium, such annual premium shall be due upon execution of the Bond and upon the renewal or anniversary date of such Bond until satisfactory evidence of termination of Surety's liability as a matter of law under the Bond is furnished to Surety's satisfaction; and
- C.** Agrees that in furtherance of such indemnity:
 - i. In any claim or suit arising out of or related to either or both any Bond and 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 Undersigned's liability under this Agreement.
 - ii. Surety shall have the right in its sole and absolute discretion to determine whether any Claim under any Bond or Bonds shall be paid, compromised, adjusted, defended, prosecuted or appealed, provided Surety exercises such discretion in the subjective belief that such Claim may result in any liability or Loss.
 - iii. Surety's determination shall be final, conclusive and binding upon the Undersigned. Undersigned acknowledge that Surety's discretion is expressly bargained for by Surety, is a precondition for Surety to consider issuing or procuring any Bond, and is a significant part of the consideration for Surety to enter into this Agreement.
 - iv. Upon default of this Agreement Surety as attorney-in-fact of the Undersigned, is hereby assigned all earned and unearned construction proceeds due under any Bonded Contract.

GENERAL PROVISIONS. The Undersigned further agrees as follows:

- A)** If a claim or demand for performance of any obligation under any Bond is made against Surety, Undersigned, upon Surety's demand, shall immediately deposit with Surety United States legal currency, as collateral security, in an amount equal to the reserves posted by Surety with respect to such claim or demand, plus an amount equivalent to Surety's estimate of its anticipated expenses and attorneys' fees to be incurred in connection therewith. Undersigned acknowledges and agrees that Surety shall be entitled to specific performance of this paragraph.
- B)** Undersigned's obligations under this Agreement are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Surety without any former action operating as a bar to any subsequent action. Surety's release of any one Undersigned shall not release any other Undersigned. No action or inaction of Surety with respect to anyone other than Undersigned shall relieve the Undersigned of any obligation owned under this Agreement. Undersigned 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)** If the execution of this Agreement by any Undersigned is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Undersigned. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.
- D)** Undersigned waives any defense that this instrument was executed subsequent to the date of any Bond and acknowledges that such Bond was executed pursuant to Undersigned's request and in reliance on Undersigned's promise to execute this Agreement. Undersigned understands and agrees that this Agreement is a continuing agreement to indemnify over an indefinite period.
- E)** Undersigned has the right to review all Bonds executed by Surety for errors and omissions prior to delivery of the Bond to the obligee, and hereby waives any claim against Surety arising out of any such error or omission.
- F)** Surety may decline to execute any Bond for any reason and shall not be liable to Undersigned, or any person or entity, as a result of such declination.
- G)** Undersigned may terminate liability to Surety under this Agreement ONLY by sending written notice by registered mail of intent to terminate to Surety, in care of Philadelphia Indemnity Insurance Company, One Bala Plaza, Bala Cynwyd, PA 19004 attention Surety Division. Termination will be effective thirty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date.
- H)** Undersigned understands and agrees 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.
- I)** This Agreement may be executed in counterparts, with each counterpart being deemed one and the same original document. A copy of this Agreement shall be deemed an original for all purpose.
- J)** As further security, Principal hereby grants to Surety a security interest in, and lien on, all of their equipment, machinery, plant, inventory, insurance policies, vehicles, tools, real property, and materials, as well as sums, claims, causes of action, accounts, accounts receivable, and rights due or to become due in connection with any contract, whether or not bonded by Surety. 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 all similar statutes and a deed of trust or mortgage, as applicable, and may be filed by the Surety without notice to perfect the security interests and liens granted herein. The Surety may add schedules, property descriptions, and other documents to this Agreement as necessary and may sign a copy of this Agreement, or copy thereof, where required for filing as a Financing Statement or to otherwise perfect any interest granted herein.
- K)** Principal hereby irrevocably nominates and appoints the Surety and its designees as their attorney-in-fact with the right, power, and authority, but not the obligation, to exercise all of the rights and powers of the Principal assigned, transferred, and set over to the Surety in this Agreement. Surety may, in the name of the Principal, or any one or more of them, make, endorse, execute, sign, and deliver any and all additional or other instruments and writings, including, but not limited to, assignments, financing statements, documents, instruments, checks, drafts, deposit, ACH and wire transfer directives, change of address notices, liens and releases thereof, applications, certificates, draw requests, releases, and papers deemed necessary or desirable by Surety, and to collect the proceeds thereof.
- L)** Any suit or action to enforce this Agreement will be governed by the laws of the State of Pennsylvania.

Date Signed: _____

Company Name (Print): _____

Signature X _____ (Person authorized to sign for the company)

Name: _____ Title: _____

Company Name (Print): _____

Signature X _____ (Person authorized to sign for the company)

Name: _____ Title: _____

Indemnitors:

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

Indemnitors:

Signature X _____

Signature X _____

(Indemnitor) Print Name here: _____

(Spouse) Print Name here: _____

ADDITIONAL OWNER/INDEMNITORS DATA:

Name _____

Address _____

City/State/Zip _____

SS# _____ DOB _____

% of Business Ownership _____ Married ☐ Yes ☐ No

Spouse Name _____

SS# _____ DOB _____

Phone/Cell No. _____

Do you Own/Rent? _____ Purchase Price _____

Value? _____ Owed _____

Name _____

Address _____

City/State/Zip _____

SS# _____ DOB _____

% of Business Ownership _____ Married ☐ Yes ☐ No

Spouse Name _____

SS# _____ DOB _____

Phone/Cell No. _____

Do you Own/Rent? _____ Purchase Price _____

Value? _____ Owed _____

GENERAL DATA, EXPLANATIONS: