



# Lost Securities Bond APPLICATION AND INDEMNITY AGREEMENT

BD5184 | 08/2019

## BOND INFORMATION

Bond Amount: \_\_\_\_\_ Agency: \_\_\_\_\_ Agency Code: \_\_\_\_\_  
Obligee Name: \_\_\_\_\_  
Obligee Address: \_\_\_\_\_

## APPLICANT/INDEMNITOR INFORMATION

Name (as it should appear on the bond): \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SSN/Tax ID: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_  
Primary Residence Fair Market Value: \_\_\_\_\_ Mortgage Balance(s): \_\_\_\_\_ as of \_\_\_\_\_  
Have you, your companies, or anyone involved:

- a. Declared bankruptcy, failed in business or been insolvent? Yes No
- b. Been involved in a surety loss – past, present or pending? Yes No
- c. Been subject to any lawsuits, judgments or liens against you/them? Yes No
- d. Been convicted of a crime or disciplined through any legal/administrative proceeding? Yes No

## SECURITIES INFORMATION

Lost Securities Description: \_\_\_\_\_  
Date of issue: \_\_\_\_\_ Quantity: \_\_\_\_\_ Serial Number(s), (if any): \_\_\_\_\_  
If registered, in whose name?: \_\_\_\_\_  
Have the securities been endorsed, assigned, pledged or hypothecated? Yes No  
Has any Power of Attorney been given that would enable another person to transfer the securities? Yes No  
Is Applicant the absolute and unconditional owner of the lost securities? Yes No  
State when and how Applicant became the owner: \_\_\_\_\_  
Date of Loss: \_\_\_\_\_ State how securities were lost and what effort has been made to recover them:  
\_\_\_\_\_  
Has notice of loss been given? Yes No If yes, to whom? \_\_\_\_\_ Date: \_\_\_\_\_

## INDEMNITY AGREEMENT

IN CONSIDERATION of Westfield National Insurance Company, (hereinafter called the "Company") issuing the bond applied for by the undersigned (hereinafter called the "Indemnitor"), the Indemnitor hereby covenants and agrees for themselves, their heirs, executors, administrators, successors and assigns as follows:

- I. That the foregoing declaration and answers are the truth, without reservation, and are made with the intent that they be fully relied on and with the purpose of inducing the Company to become surety or to procure suretyship on the bond hereinbefore applied for.
- II. That the Indemnitor will pay to the Company all premiums, as they fall due, until satisfactory evidence of termination of the Company's liability is furnished to the Company.

- III. That the Indemnitor will perform all the conditions of said bond and will at all times indemnify and hold the Company harmless from and against every claim, demand, liability, cost, charge, expense, counsel fees, suit, order, judgment and adjudication whatsoever and will place the Company in possession of funds to meet every claim, demand, liability, cost, charge, expense, suit, order, judgment or adjudication against it by reason of such suretyship before it shall be required to pay thereunder.
- IV. The Indemnitors hereby irrevocably nominate, constitute, appoint, and designate the Company as their attorney-in-fact, coupled with an interest, to exercise, at the Company's sole and absolute discretion, all of the rights granted, assigned, transferred and set over to the Company in this Agreement, in the name of the Indemnitors, or otherwise. The Indemnitors hereby ratify and confirm all acts and actions taken by the Company as such attorney-in-fact.
- V. An itemized statement of payments made by the Company shall be prima facie evidence of the obligation of the Indemnitor due to the Company.
- VI. The Indemnitors hereby authorize the Company to access credit records, make pertinent inquiries to third party sources, and review claims information and debt collections to perform the necessary and prudent underwriting. The Indemnitor agrees to provide the Company with underwriting information upon request, which may include, but is not limited to, corporate financial statements, personal financial statements and supporting bank statements.
- VII. The Company reserves the right to and may decline to issue the bond or undertaking for which application is hereby made and that no claim may be made against the Company in consequence of its failure to execute such bond; nor shall any claim be made in case the bond, if executed, be not accepted or in behalf of the Oblige.
- VIII. The Company and Indemnitor agree that the place of performance of this Agreement, including promise to pay the Company, shall be in Medina County, Ohio, and venue for any suit, arbitration, mediation or any other form of dispute resolution shall be in Medina County, Ohio. And that if any provision(s) of this instrument are void or unenforceable under the laws of any place governing its construction or enforcement, this instrument shall not be construed to be void or vitiated in full, but shall be construed and enforced with the same effect as though such void or unenforceable provision or provisions were omitted.
- IX. Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein.

**ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD A SURETY COMPANY OR ANY OTHER PERSON FILES AN APPLICATION FOR A SURETY BOND CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS, WITH THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES.**

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
 Print Name **X** \_\_\_\_\_  
Individual

State of \_\_\_\_\_  
 County of \_\_\_\_\_

ss:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me came \_\_\_\_\_,  
 personally known to me or proved to me through documentary evidence to be the individual who executed this  
 Lost Securities Bond Application and Indemnity Agreement, and acknowledged that he/she executed the same.

Notary Public: \_\_\_\_\_

(Affix Notarial Seal)

My Commission expires: \_\_\_\_\_