



Title Agents License Bond Application

APPLICANT INFORMATION	Applicant Name (must be exactly as it is to appear on bond & license)			<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLP
Business Address:						
Bond Amount(s):		State(s):		Effective Date:		
Nature of Business:			Number of Years in Business Under This Name:		Total Number of Years Experience in Title Insurance Business:	
PERSONAL INFORMATION	Owner Name			Social Security No.		% Ownership of Business
Residential Address					Does applicant <input type="checkbox"/> Yes <input type="checkbox"/> No own real estate?	
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TITLE COMPANY REPRESENTED	Name			Percentage of Total Business		Date of Last Audit
Contact Person:				Phone Number:		
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Contact Person:				Phone Number:		

I agree to indemnify **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** (hereinafter "Surety") in connection with any bond executed on behalf of the person or entity named as "Applicant" above. I certify that all the information provided is true, and acknowledge that Surety is relying on this information to issue a bond. I agree that proof of the falsity of any statement will be prima facie proof of material, intentional and fraudulent misrepresentation for all purposes of law and equity. I authorize Surety or its agents to investigate my credit, now and at any time in the future, with any institution, person or entity. I further agree: **FIRST:** To pay Surety each premium or premiums due, until satisfactory evidence that Surety's liability is terminated and agree that such premium is fully earned upon issuance of a bond and is not refundable in the first year of coverage. **SECOND:** To pay Surety all sums demanded by Surety to cover any liability, claim, suit or judgement against the bond, including any legal fees and expenses, and a claim fee charge in the amount of \$119.40 for the first claim and \$69.44 for each additional claim. **THIRD:** To individually, and jointly and severally with Principal and all other indemnitors, agree to hold harmless and indemnify Surety from any and all liability, damages, losses, costs and expenses of every kind including attorney fees, which may be sustained or incurred arising out of the execution enforcement, procurement of release, or other action involving the application and/or issuance of any bond. **FOURTH:** To pay interest, at the highest legal rate allowed, in the event of any payment by Surety, from the date such payments are made. **FIFTH:** That Surety has the exclusive right to defend, settle, pay or appeal any claim, and an itemized statement of loss and expense incurred by Surety shall be prima facie evidence of the fact and extent of my liability to Surety. **SIXTH:** That Surety may decline to become a surety on any bond, may cancel or amend any bond with or without cause, alter the penalty, terms and conditions of any bond, complete any blanks contained in the application or indemnity agreement at the time of execution, or procure its release from said suretyship under any law for release of sureties; all without liability to Surety thereon. **SEVENTH:** To provide Surety with cash or other property acceptable to Surety, upon demand, as collateral security for any loss reserve. Surety may hold such collateral security until it has determined that it is no longer exposed to a loss and may retain or sell the collateral security to reimburse itself. **EIGHTH:** That a facsimile copy of this agreement shall be considered an original and shall be admissible in a court of law to the same extent as the original agreement. **NINTH:** That I cannot terminate my liability to the Surety created by this agreement except by sending written notice by certified mail of intent to terminate to the Surety. Written notice to terminate shall be sent to the Surety at its home office, 9025 N. Lindbergh Dr. Peoria, IL 61615. I agree that the termination will be effective thirty working days after the actual receipt of such notice by the Surety, but only for bonds signed or committed to by Surety after the effective date. Thus, I agree that I will remain liable to the Surety for loss and expenses on bonds signed or committed to by Surety prior to the effective date of termination. **TENTH:** I agree that Surety can bring any legal action arising out of or in any way related to any Bond or this agreement in King County, Washington and that Washington law shall apply where Surety makes such election. **ELEVENTH:** This agreement shall apply to all renewals, continuations, substitutions and extensions of the suretyship herein applied for. **TWELFTH:** I agree that I have READ AND UNDERSTOOD this agreement, that I am signing as a PERSONAL INDEMNITOR, on behalf of my MARITAL COMMUNITY, and in my CORPORATE, PARTNERSHIP, or LLC CAPACITY, if any. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. No missing signature shall invalidate this agreement.

Signed this _____ day of _____, _____

X	_____	_____
	Indemnitor Signature	Indemnitor Name (Print)
X	_____	_____
	Spouse Signature	Spouse Name (Print)
X	_____	_____
	Indemnitor Signature	Indemnitor Name (Print)
X	_____	_____
	Spouse Signature	Spouse Name (Print)

AGENT/BROKER INFORMATION	Agent/Broker Name	Code	Phone No.	Fax No.	City	State	Zip
AGENT'S RECOMMENDATION			COMMENTS				
<input type="checkbox"/> We are not very familiar with this applicant. <input type="checkbox"/> We are familiar with applicant and are aware of no adverse information about him/her. <input type="checkbox"/> We know applicant very well and offer our highest recommendation.			_____ _____ _____				

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CONTROLS

1. Are funds deposited in a trust account separate from operating accounts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Name of institution where trust account is maintained:		
3. Does one EMPLOYEE (non-owner) do both bookkeeping and disbursement of funds? <i>If yes, please explain (attach separate sheet, if necessary).</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. How often are the accounts reviewed by a CPA?		
5. Are countersignature procedures used when an EMPLOYEE (non-owner) signs trust account checks? <i>If no, who signs and what are the procedures?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6. Does any EMPLOYEE (non-owner) sign checks for operating accounts? <i>If yes, maximum amount authorized.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
7. Does any EMPLOYEE (non-owner) who signs checks also approve invoices for payment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8. Does any EMPLOYEE (non-owner) who reconciles the bank accounts prepare or make deposits or withdrawals? <i>If yes, please explain (include their position and frequency).</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
9. Does the firm have segregation of duties so that one EMPLOYEE (non-owner) is not able to control a transaction from origination to reconciliation? <i>If no, please explain (attach separate separate sheet, if necessary).</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
10. Does the firm deposit and disburse funds for closings and settlements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
11. Does the firm have a separate file established for each closing that includes the closing instructions and documentation of compliance where the instructions include transfer between accounts?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
12. Does the firm maintain separate accounting records of all receipts and disbursements of all settlement, closing or title indemnification funds?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. Is fidelity coverage carried on all employees? Carrier _____ Amount _____ Deductible _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
14. Is E&O coverage carried? Carrier _____ Amount _____ Deductible _____ Expiration Date _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

BACKGROUND INFORMATION

1. Have any of the owners ever been subject to a bankruptcy proceeding or have there been any unsatisfied judgments, suits or liens against any owner? <i>If yes, please explain (attach separate sheet, if necessary).</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Have any of the owners ever been the subject of any proceedings resulting in disciplinary action from any agency responsible for regulating financial institutions or lenders? <i>If yes, please explain (attach separate sheet, if necessary).</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Have any of the owners ever been cancelled or declined for a surety bond? <i>If yes, please explain (attach separate sheet, if necessary).</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. In what other states is the principal licensed?		

COMPLETE THIS SECTION IF FIDELITY COVERAGE IS DESIRED

Penalty:	Effective Date:	
Total number of employees:	Number of employees handling money:	All others:
Has firm sustained any employee dishonesty losses in the last 6 years? <i>If yes, please explain (attach separate sheet, if necessary).</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		

Alabama, Arkansas, D.C., Louisiana, Maryland, Rhode Island, West Virginia

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.

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 policyholder 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.

Oklahoma

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.

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.

Kentucky, Pennsylvania

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.

Tennessee, Virginia, 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 or a denial of insurance benefits.

Maine

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 imprisonment, fines or a denial of insurance benefits.

New Jersey, New Mexico

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 each such violation.

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 false claim containing a false or deceptive statement is guilty of insurance fraud.

Oregon

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material facts may be violating state law.

Utah

Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.