



THE MAIN STREET AMERICA GROUP

NGM Insurance Company • Old Dominion Insurance Company
Main Street America Assurance Company • MSA Insurance Company
Information Systems and Services Corporation

Mortgage Broker Surety/Fidelity Bond Application

Business Name: _____ Tax ID #: _____

Business Address: _____ Phone #: _____

E-mail Address: _____

Applicant's Name and % Ownership: _____ S.S. #: _____

Residence Address: _____ Phone #: _____

E-mail Address: _____

In Business # Years : _____

Organization Form: _____ (Partnership, Corp., LLC, etc.)

Indicate States where Surety and Fidelity bonds are required: _____

Bond Amount(s): Surety _____ Fidelity _____ Fidelity Deductible _____

Have you or your business(es) or have you had an ownership interest in a business that filed Bankruptcy Protection in the last 6 years? _____ Yes _____ No If Yes, Provide Written Explanation.

Insurance Coverage:

	Carrier	Limit	Deductible	Effective Date
Errors & Omissions:				

Audit Procedures:

Is there an audit by an independent CPA or equivalent: Yes No

How Often? All Locations? Yes No GAAP certified? Yes No

Last Audit Date Any material discrepancies reported? Yes No

If yes, please include details and include corrective measures taken: _____

Escrow Accounts:

Are all customer funds deposited in separate trust accounts? Yes No

Are all escrow or trust funds reconciled monthly? Yes No

Internal Controls:

Is countersignature of checks required? Yes No

If no countersignature, who signs checks?

Are securities subject to joint control? Yes No

Are bank accounts reconciled by someone not authorized to deposit or withdraw? Yes No

Rating Information for Fidelity Coverage:

All officers, employees who handle, have custody or maintain records of money, securities or other property, including the positions below:

	Number		Number
Accountants and assistants	_____	Controllers and assistants	_____
Administrators and assistants	_____	Paymasters and assistants	_____
Brokers	_____	Other	_____
Auditors and assistants	_____	Total Employees (non-owners)	_____
Bookkeepers and assistants	_____	Total Owners	_____

Loss Experience:

Have any employee dishonesty losses occurred during last 3 years:

Yes No

If yes, please detail date of loss, amount and nature of loss

Corrective Measures taken:

FINANCIAL STATEMENT OF INDIVIDUAL(S), Names:

Firm or Corporation, please provide the most recent copy of your fiscal year end financial statement or tax returns if financial statement not available.
 If a Corporation: Are you a Sub Chapter "S" Corporation? Yes No
 Statement of Assets and Liabilities as of (MM/DD/YY)

CURRENT ASSETS	TOTAL	CURRENT LIABILITIES	TOTAL
Cash on hand (NOT in bank).....	\$	Notes Payable, Bank (\$___ Monthly)	\$
Cash in following banks (Give address)		Notes Payable, Bank (\$___ Monthly)	
Accounts Receivable		Notes Payable, Other:	
	 (\$___ Monthly)	
Stocks, Bonds and other securities listed	 (\$___ Monthly)	
In Schedules "A".....	 (\$___ Monthly)	
Merchandise or materials in stock		Accounts Payable	
Of what does this Merchandise consist?		Accruals	
		Taxes	
Notes Receivable		Other Current Liabilities:	
Other current assets:		
Cash Value Life Ins. (not face value)		Total Current Liabilities:	\$
Total Quick Assets	\$	DEFERRED LIABILITIES	
FIXED ASSETS		Equipment Encumbrance (\$___ Monthly)	
Equipment (complete schedule "B")		Schedule "B"	
Furniture and Fixtures		Mortgages on Real Estate (\$___ Monthly)	
Real Estate (complete schedule "C")		Schedule "C"	
Homestead.....		Other Debts maturing in a year or more.	
Investment.....			
Business.....		Total Liabilities	\$
Prepays		NET WORTH	
Other Fixed Assets:		Capital Stock	
		Paid in Capital	
Long Term Receivables		Surplus or Retained Earnings	
		Sales Volume-Annual \$	
		Net Profit \$	
Total Fixed Assets	\$	Total Net Worth	\$
Total of all Assets	\$	Total of All Liabilities & Net Worth	\$

SCHEDULE "A" STOCKS AND BONDS

Description	Par Value	Market or Forced Sale Value	Pledged to Secure
.....	\$	\$	\$
.....			
.....			
Total	\$	\$	\$

SCHEDULE "B" EQUIPMENT

Description	Age	Purchase Price	Depreciation	Book Value	Encumbrance	Amount Payable Monthly
.....		\$	\$	\$	\$	\$
.....						
.....						
Total		\$	\$	\$	\$	\$

SCHEDULE "C" REAL ESTATE

Location and Description of Property	In Whose Name Is Title?	Mortgagee	Present Forced Sale Value	Amount of Mortgage
.....			\$	\$
.....				
.....				
Total			\$	\$

The maker of the foregoing statement hereby authorizes The NGM Insurance Company to confirm the bank balances claimed and all other items comprising said statement.

The undersigned hereby certifies that each statement hereinbefore contained is true and that this statement is made for the purpose of including THE NGM INSURANCE COMPANY to execute certain bonds or undertakings.

Dated _____

SPECIFIC INDEMNITY AGREEMENT

NOW, THEREFORE, the undersigned, hereinafter called the Indemnitor(s) (if there be more than one indemnitor they jointly and severally and for each other do) hereby undertake, represent, warrant and agree as follows:

1. That the foregoing statements made and answers given in this application are the truth without reservation, and are made for the purpose of inducing The NGM Insurance Company, hereinafter referred to as the Company, to execute or procure the execution of a certain bond or undertaking herein applied for.
2. That this Agreement shall apply to the bond or undertaking herein applied for, and any and all extensions, increases, modifications or renewals thereof, or additions or substitutions therefore, any and all such instruments separately and collectively being hereinafter called the Bond.
3. That the Company is hereby authorized to confirm the bank balance claimed in the financial statement and to verify all other items in said statement.
4. That the Indemnitor(s) shall pay the Company in advance the initial premium for the Bond, and any renewal or additional premium charges (all such premiums shall be in accord with the applicable schedule of rates published by the Company) as may become due until the Company shall be discharged and released from any and all liability and responsibility under the Bond and until the Indemnitor(s) shall deliver to the Company competent written evidence satisfactory to the Company of such discharge and release.
5. That the Indemnitor(s) shall at all times indemnify, save the Company harmless from, and place the Company in funds to meet any claim, demand, loss, liability, cost, charge, attorneys' fee, expense, suit, order, judgment, or adjudication arising from the existence of the Bond.
6. That if the Company shall set up a reserve to cover any claim, demand, loss, liability, cost charge, attorneys' fee, expense, suit, order, judgment or adjudication arising from the existence of the Bond the Indemnitor(s) shall, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security for the Bond obligation.
7. That the Company shall have the exclusive right to determine for itself and the Indemnitor(s) whether any claim or suit brought against the Company or the Principal, as a result of the existence of the Bond, shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitor(s).
8. That this Agreement shall bind the heirs, executors, administrators, successors and assigns of the Indemnitor(s).
9. That nothing herein contained shall be in derogation of any right or remedy which the Company might have independently hereof.
10. That if the Bond be given in connection with a bid or contract, the Company is hereby authorized, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest to the Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of the Indemnitor(s) to complete the contract, or cause, or consent, to the completion thereof. The Indemnitor(s) hereby assigns, transfers, and sets over to the Company (to be effective as of the date of the Bond, but only in the event of a default as aforesaid), all right, title and interest of the Indemnitor(s) in and to all the tools, plant, equipment and materials of every nature and description that the Indemnitor(s) may have upon the work provided for in the contract covered by the Bond, or in, on or about the site thereof, including as well materials purchased for, or chargeable to such contract, which may be in process of construction, in storage elsewhere, or in transportation to said site, and the Indemnitor(s) rights in and to all sub-contracts which may be entered into and the materials embraced therein appertaining to said contract; and the Indemnitor(s) further agrees in the event of any breach or default on its part in any of the provisions of the contract or the Bond that the said Company shall be subrogated to all the rights and properties of the Indemnitor(s) in such contract, including deferred and reserved payments, current and earned estimates and final payments, and any and all moneys and securities that may be due and payable at the time of such default on this or any other contract of the Indemnitor(s) or any one or more of them on which the Company is or may become Surety, or on account of extra work or materials supplied in connection therewith, or that may thereafter become due and payable on account of said contract or any other contract of the Indemnitor(s) or any one or more of them on which the Company is or may become Surety. And the Indemnitor(s) hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any moneys due on such contracts and to disburse the proceeds thereof.
11. That the word Indemnitor(s) as used herein, or personal pronouns used to refer to said work, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO FRAUD 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.

"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."

① Signed, Sealed and DATED this _____ day of _____, _____.

(Type Business Name)

② _____
ATTEST OR WITNESS

SIGNED: _____ ③ (Seal)
(INDEMNITOR – BUSINESS)

Typed Name & Title: _____

② _____
WITNESS

SIGNED: _____ ③
(INDEMNITOR – INDIVIDUALLY)

Typed Individual Indemnitor Name: _____

Individual Indemnitor Address: _____

② _____
WITNESS

SIGNED: _____ ③
(INDEMNITOR – INDIVIDUALLY)

Typed Individual Indemnitor Name: _____

Individual Indemnitor Address: _____

Indemnity Agreement Must Be: ① Dated ② Witnessed ③ Signed by Principal / Indemnitors